AGREEMENT NO. 70-226

(Endorsed) Filed 2-13-70
LAWRENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Vernon E. Erikson _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 38), heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Vernon E. Erikson
115 Toyon Drive
Woodland, Calif. 95695

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

_____

_____

Original copy signed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Vernon E. Erikson

Assessor's Parcel No. 24-140-32

The W½ of the W½ of Section 18, T9N, R1E, M.D.B. & M.

Micro Fiched

AGREEMENT NO. 70-227

2-13-70

LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROSENTHAL Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Loren LeMaitre _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No.(Addition to Preserve No.22)heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. ~~70-15~~, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

~~Loren LeMaitre~~
~~Rt. 1, Box 242~~
~~Woodland, Calif. 95695~~

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

_____

_____

Original Copy Signed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Loren Le Maitre

Assessor's Parcels No. 24-241-27, 24-470-11

All that real property in the County of Yolo, State of California described as follows:

A portion of Section 20, T9N, R2E, M.D.B.& M., said portion being more particularly described as follows:

Beginning at an iron monument marking the North¼ corner of said Section 20, and extending thence along the center line of an existing drainage ditch, S. 00° 52' 26"W., a distance of 5282.51 feet to an iron monument set in South line of said Section 20; thence along the South line of said Section 20, S. 89° 29' 31"E., 4.36 feet to an 8 by 8 inch corner fence post marking the South Quarter corner of said Section 20; thence along the South line of said Section, South 89° 22' 37"E., 2545.66 feet to the West line of California State Highway Property; thence along said California State Highway property N. 00° 55' 38"E., 2444.2 feet to the South line of that certain 3.67 acre tract of land depicted on that Record of Survey Map filed in Maps and Surveys, Book 7, page 68, Yolo County Records; thence along the said South line N. 89° 28' 47"W., 711.93 feet; thence N. 00° 54' 00"E., 200.00 feet to the Quarter Section line running East and West line of said State Highway Property; thence along said State Highway Property N. 00° 55'38"E., 543.51 feet; thence continuing along said California State Highway Property the following courses: N. 00°54'31"E., 502.62 feet; thence N. 00° 58' 30"E., 1095.05 feet; thence N. 00°53'46"W., 241.62 feet to the beginning of a curve; thence Northwesterly along a curve to the left, having a radius of 124.01 feet, a central angle of 88° 17' 51", a chord bearing N. 45° 02' 41"W., 172.75 feet, a distance along the curve of 191.11 feet to the end of curve; thence N. 89°11'37"W., 352.57 feet; thence N. 47°44'31"W., 116.93 feet; thence N. 86°27'07"W., 575.78 feet; thence N. 00°33'40"E., 30.00 feet to the North line of said Section 20; thence leaving said State Highway Property and extending along said Section line, N.89°31'30"W., 1406.46 feet to the point of beginning and including 303.96 acres, more or less.

Micro Fiched

EXHIBIT "A"

Loren Le Maitre (CON'T)
Assessor's Parcels No. 24-241-27, 24-470-11

Personal Home Property and Buildings records October 20, No. 6184

Beginning at the SE corner of Section 20, T9N, R2E, M.D.B.& M., and running thence N. 89°14'W., along the South line of said Section 20, 1583.3 feet to the center of Willow Slough; thence down and along the center of Willow Slough S. 51°10'E., 521.5 feet; S. 76°43'W., 656.0 feet; S. 58°02'E., 620.5 feet to a lead plug on the Section line between Sections 28 and 29, T9N, R2E, M.D.B.& M.; thence along said Section line N. 0°53'E., 785,2 feet to the place of beginning and containing approximately 14.91 acres of land.

Micro Fiched

FILED
FEB 17 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 70-228

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Robert J. Rooney and Jewell L. Rooney, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 13), heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on 2-11, 1970, and recorded in Volume 935 of Official Records at page 322), the location of which is shown on the map(s) attached to said resolution(s); and

Micro Fiched

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIIl of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Robert J. Rooney and Jewell L. Rooney
~~c/o Robert J. Rooney~~
~~Rt. 1, Box 1137~~
~~Woodland, Calif. 95695~~

Micro Filmed

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

Original Copy Signed & Filed

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Robert J. Rooney and Jewell L. Rooney

Assessor's Parcels No. 25-200-06 & 07

The North 106.38 acres of the NE¼ of Section 34, T10N, R1E, M.D.B.& M.

Micro Fiche

FILED
FEB 17 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70- 229

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Darrell E. Hayes and Gessie Mae Hayes, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Filmed

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 36) heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on 2-11, 1970, and recorded in Volume 935 of Official Records at page 372), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Darrell E. Hayes and Gessie Mae Hayes
c/o Darrell E. Hayes
Rt. 3, Box 604
Woodland, Calif. 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

Original Copy Filed

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Darrell E. Hayes and Gessie Mae Hayes

Assessor's Parcel No. 21-810-17

The NE¼ of the NW¼ and Lot 3 of Section 13, T10N, R1W, M.D.B.& M., and all that portion of the NE¼ of said Section 13 lying West of the West line of Charles F. Rominger Estate Lands as shown on a map thereof filed for record in Maps and Surveys Book 5, page 15, Yolo County Records.

Micro Fiched

AGREEMENT NO. 70-230

FILED
FEB 20 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Thomas A. Butler and Janet Butler _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 22) heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. ~~70-15~~, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Thomas A. Butler and Janet Butler
~~c/o Thomas A. Butler~~
~~Rt. 1, Box 105~~
~~Woodland, Calif. 95695~~

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

Micro Fiched

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Thomas A. Butler and Janet Butler

Assessor's Parcel No. 24-460-13

All that portion of the NW¼ of Section 17, T9N, R2E, M.D.B.& M., described as beginning at the center of said Section 17 and running thence N. 0° 21'W., along the East line of the West½ of said Section 17, 2262 feet to a point 388 feet South of the NE corner of said NW¼; thence S. 55° 28'W., 1417 feet to the center of a ditch; thence along said ditch as follows: S. 21° 23'E., 103.6 feet; thence S. 38° 10'E., 246 feet; thence, leaving said ditch, South 52 feet; thence West, parallel to the South line of said NW¼ of Section 17, 1364.5 feet; thence S. 2° 32' 06"E., 1130.4 feet to the South line of the NW¼; thence N. 89° 15'E., 2205.5 feet to the point of beginning.

Micro Fiched

AGREEMENT NO. 70- 231

(Endorsed) Filed MAR 16 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Margaret R. Koontz and Lorraine R. Kerr

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 41) heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on FEB. 11, 19 70, and recorded in Volume 935 of Official Records at page 377), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Margaret R. Koontz and Lorraine R. Kerr
c/o Lorraine R. Kerr
Rt. 1, Box 279
Woodland, Calif. 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Original & Recorded & Filed Copy

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

Micro Fiched

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Margaret R. Koontz and Lorraine R. Kerr

Assessor's Parcels No. 18-390-33 & 34

The SE¼ of Section 36, T11N, R2W, M.D.B.& M.

Micro Fiched

AGREEMENT NO. 70-232

(Endorsed) Filed 2-13-70
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Chester G. Roth and Theodore H. Roth, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 4), heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

CHESTER G. ROTH AND THEODORE H. ROTH
c/o Chester G. Roth
Rt. 1, Box 555
Woodland, Calif. 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

Micro Fiched

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____ day of _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Chester G. Roth and Theodore H. Roth

Assessor's Parcel No. 21-780-04

The NE¼ of Section 4, T10N, R2W, M.D.B.& M.

Micro Fiched

AGREEMENT NO. 70-233

(Endorsed) Filed 2-13-70
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between William Burger and Madella Burger _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 1) heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

William Burger and Madella Burger
c/o William Burger
Rt. 3, Box 555
Woodland, Calif. 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

Original Copy Filed

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____ 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

William Burger and Madella Burger

Assessor's Parcel No. 27-180-08

Tract of land beginning at the NE corner of Section 18, T10N, R2E, M.D.B.& M., and running thence N. 89° 24'E., 1482.8 feet; thence N. 0° 2'W., 2200 feet to the center of Cache Creek; thence up and along said center line of said creek as follows:

N. 89°W., 390 feet; thence N. 55° 45'W., 575 feet; thence N. 69°W., 675 feet; thence N. 34° 15'W., 880 feet; thence, leaving said center line of Cache Creek, West 272.5 feet; thence South 3523.5 feet to the North boundary of said Section 18; thence N. 89° 24'E., 781.8 feet to the point of beginning.

Micro Fiched

AGREEMENT NO. 70-234

[Endorsed] Filed 2-13-70
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between John D. Bolen, Richard A. Bolen and Donald L. Bolen, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 63, heretofore established by the County by Resolution No. 70-15 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

John D. Bolen, Richard A. Bolen and Donald L. Bolen
~~c/o John D. Bolen~~
~~912 Kendall Way~~
~~Woodland, Calif. 95695~~

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Filmed

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

John D. Bolen, Richard A. Bolen and Donald L. Bolen

Assessor's Parcels No. 19-660-04 & 06
The SE¼ of Section 25 and the NE¼ and the North½ of the SE¼ of Section 36, all in T12N, R1W, M.D.B.& M.

Micro Fiched

AGREEMENT NO. 70-235

FILED

FEB 19 1970

LAURENCE K. HORGAN, Clerk
BARBARA A. RODGERS
By _____ Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between James H. Eaton, Glynda W. Eaton, Edmond L. Eaton, Janine H. Eaton, Jerry P. Eaton, Nancy J. Eaton F. Marshall Eaton & Esther M. Eaton, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. _____, heretofore established by the County by Resolution No. 70-15 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
James H. Eaton, Glynda W. Eaton, Edmond L. Eaton, Janie H. Eaton, Jerry P. Eaton, Nancy J. Eaton, F. Marshall Eaton and Esther M. Eaton
c/o E.L. Eaton
P.O. Box 975
Woodland, Calif. 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____

OWNER

Original Copy Signed + Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____
LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

James H. Eaton & Glynda W. Eaton, Edmond L. Eaton & Janine H. Eaton, Jerry P. Eaton & Nancy J. Eaton, and F. Marshall Eaton & Esther H. Eaton

Assessor's Parcels No. 19-650-20,21,22,& 23, 19-660-03,10,& 13

Lots 62 through 79, inclusive; Lots 81 through 105, inclusive; Lots 107 through 112, inclusive; all as shown on the map of Yolo Hardwood Company Subdivision No. 4 filed for record in Map Book 3, page 31, Yolo County Records; the SW¼ of Section 36, T12N, R1W, M.D.B.& M., lying North and East of the State Highway as conveyed by A.F. Scheidecker to State of California in Book 93 of Deeds, page 12, Yolo County Records.

Micro Fiched

AGREEMENT NO. 70-236

FILED
FEB 20 1970
LAURENCE P. HENSLEY, County Clerk
BARBARA A. ROBERTS
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Georgia Eaton, Fred Marshall Eaton, Edmond L. Eaton, James H. Eaton, and Jerry Eaton. _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 63, heretofore established by the County by Resolution No. 70-15 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-75, filed in the Office of said Recorder on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
Georgia Eaton, Fred Marshall Eaton, Edmond L. Eaton, James H. Eaton, and Jerry Eaton
c/o E.L. Eaton
P.O. Box 975
Woodland, Calif. 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER _____

Original Signed Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Georgia Eaton; Fred Marshall Eaton; Edmond L. Eaton; James H. Eaton, and Jerry Eaton

Assessor's Parcel No. 19-660-02
All that portion of the NE¼ of Section 35, T12N, R1W, M.D.B.& M., lying North and East of the property conveyed to the Northern Railway Company, a corporation by deed recorded July, 1875, in Book 5 of Deeds at page 322, of Yolo County Records.

Micro Fiched

AGREEMENT NO. 70-237

2-13-70

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Marshall McCollough _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. _____, heretofore established by the County by Resolution No. 2015 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. ~~70-15~~, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

~~Marshall McCollough~~

~~Dunnigan~~

~~California 95937~~

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Marshall McCollough

Assessor's Parcels No. 19-070-06 & 19-232-10

The SE¼ of Section 11, the NE¼ of Section 14 and the West½ of the NW¼ of Section 13, all in T12N, R1W, M.D.B.& M.

Micro Fiched

AGREEMENT NO. 70-238

FILED
FEB 20 1970
LAURENCE [illegible]
BARBARA A. ROGERS
By..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Elmer J. Goodman and Elizabeth J. Goodman, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 64, heretofore established by the County by Resolution No. 70-15 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Elmer J. Goodman and Elizabeth J. Goodman
c/o Elmer J. Goodman
Box 174
Dunnigan, Calif. 95937

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

Micro Fiched

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Elmer J. Goodman and Elizabeth J. Goodman

Assessor's Parcel No. 19-232-12

The East½ of the SW¼ and the West½ of the SE¼ of Section 14, T12N, R1W, M.D.B.& M.

Micro Fiched

AGREEMENT NO. 70-239

FILED
FEB 17 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between J. Dudley Stephens, John Dudley Stephens, Jr., Meredith A. Stephens, Robert G. Stephens, and Suzane J. Stephens, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 37), heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on 2-11, 1970, and recorded in Volume 735 of Official Records at page 322), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

J. Dudley Stephens, John Dudley Stephens, Jr., Meredith A. Stephens, Robert G. Stephens, and Suzane J. Stephens
c/o J. Dudley Stephens
P.O. Box 37
Esparto, Calif. 95627

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Filmed

_____
LAURENCE P. HENIGAN, COUNTY CLERK

Original Copy Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____
LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

J. Dudley Stephens, John Dudley Stephens and Meredith A. Stephens and Robert G. Stephens and Suzane J. Stephens

Assessor's Parcel No. 21-610-04

Portion of the Keithly Tract near Esparto and being a portion of the Rancho Canada de Capay described as follows:

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's Land and also marking a corner of the Yolo Irrigated Colonies being Brooks Realty Company Subdivision N. 114; running thence S. 80° 25'E., along an old fence, 450.1 feet to a 1½" gas pipe; thence leaving fence line N. 10° 16'E., 1509.8 feet to a 1" gas pipe in a fence line marking the South line of a County Road; thence N. 79° 44'W., along South line of said road 743.6 feet to an iron stake in the center of a County Road; thence S. 10° 57'W., 1519.0 feet along center line of Road to a 1" gas pipe; thence S. 80° 25'E., 311.6 feet along an old fence to the place of beginning.

Micro Fiched

Excepting therefrom that portion of the tract as shown above as deeded to Western Yolo Labor Camp, a California corporation, by Ambrose Herger by Deed dated July 24, 1944 and recorded July 26, 1944, in Book 201 of O.R. at page 408.

Also a portion of the Keithly Tract near Esparto and being a portion of the Rancho Canada de Capay, described as follows:

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's land and also marking a corner on the Yolo Irrigated Colonies, being Brooks Realty Co's Subdivision No. 114; and running thence S. 80° 25'E., 450.1 feet along an old fence line to a 1½" gas pipe which is the beginning point for this description; running thence S. 80° 25'E., along an old fence line 757.2 feet to a 1" gas pipe; thence N. 10° 16'E., 1500.7 feet to a 1½" gas pipe in a fence line marking the South line of a County Road;

EXHIBIT "A"

J. Dudley Stephens, John Dudley Stephens and Meredith A. Stephens and Robert G. Stephens and Suzane J. Stephens (CON'T)
Assessor's Parcel No. 21-610-04

thence N. 79° 44'W., 757.2 feet along the South line of said Road to a 1" gas pipe; thence leaving the road S. 10° 16'W., 1509.8 feet to the place of beginning.

Also a portion of the Keithly Tract near Esparto and being a portion of the Rancho Canada de Capay described as follows:

Micro Fiched

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's land and also marking a corner on the Yolo Irrigated Colonies being Brooks Realty Company Subdivision NO. 114; and running thence S. 80° 25'E., 1207.3 feet along an old fence line to a 1" gas pipe which is the beginning point for this description; running thence S. 80° 25'E., 761.7 feet along an old fence line to a 1½" gas pipe; thence leaving the fence N. 10° 16'E., 1491.6 feet to a 1½" gas pipe in an old fence line marking the South line of a County Road; thence N. 79° 44'W., 761.7 feet along the South line of said Road to a 1½" gas pipe; thence leaving the road S. 10° 16'W., 1500.7 feet to the place of beginning.

FILED
FEB 24 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 70- 240

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between John D. Stephens _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No.(Addition to Preserve No.37) heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. ~~70-15~~, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

~~John D. Stephens~~
~~Highway 16~~
~~Esparto, Calif. 95627~~

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

_____

_____

Original Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

John D. Stephens

Assessor's Parcels No. 21-610-05 & 39

A portion of the Rancho Canada de Capay described as follows:

Micro Fiched

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's Land and also marking a corner on the Yolo Irrigated Colonies being Brooks Realty Company Subdivision No. 114; and running thence S. 80° 25'E., 1969 feet; which is the beginning point for this description; running thence S. 80° 25'E., 797.4 feet; thence N. 7° 57' 30"E., to a ¼ inch gas pipe in the fence line marking the South line of a County Road; thence N. 79° 44'W., 737.5 feet, along said fence line; thence, leaving the road, S. 10° 16'W., 1491.6 feet to the point of beginning; and a 91.28 acre tract of land described as beginning at an old stone monument marking the Northwesterly corner of the J.L. Stephens Ranch, as shown on the map filed for record in Maps and Surveys Book 4, page 83, Yolo County Records, and running thence S. 10° 02'W., along the Easterly side of County Road 86-A, 920.27 feet; thence, leaving said Road, S. 74° 10' 30"E., 3023.95 feet; thence N. 14° 19'E., 965.4 feet; thence N.29° 42'E. 620.7 feet; thence N.38° 03' 30"E. 192.9 feet, thence N. 54° 49'E., 261.2 feet; thence N. 35° 15' 30"E., 263 feet; thence N. 21° 52' 30"E., 600.34 feet to an iron pipe on the South side of California State Highway No. 16; thence N. 79° 46'W., along the South side of said Highway, 751.91 feet; thence, leaving said Highway, S. 31° 49' 30"W., 1592.1 feet; thence N. 80° 25' 30"W., 2451.1 feet to the point of beginning; together with the certain triangular shaped piece of land bounded on the North by the South line of the County Road running from Madison to Esparto; on the West by property conveyed to John L. Stephens, et al, by deed dated April 26, 1944 and January 9, 1946 and recorded in Book 273 O.R., page 85, and Book 273 O.R., page 86, Yolo County Records; and on the East by property conveyed to John L. Stephens by deed dated October 21, 1929 and recorded in Book 8, O.R., page 349, Yolo County Records, excepting therefrom the 5.00 acre and the 5.03 acre parcels as shown on the map filed for record in Maps and Surveys Book 9, page 155, Yolo County Records.

EXHIBIT "A"

John Dudley Stephens

Assessor's Parcel No. 21-610-06

Tract of land beginning at a point on the South side of California State Highway No. 16, said point being the NE corner of the J.L. Stephens Ranch as shown on the map thereof filed for record in Maps and Surveys Book 4, page 83, Yolo County Records; thence S. 10° 15'W., 2564.98 feet; thence N. 74° 10' 30"W., 2183.21 feet; thence N. 14° 19'E., 584.80 feet; thence N. 29° 42'E., 620.70 feet; thence N. 38° 03' 30"E., 192.90 feet; thence N. 54° 49'E., 261.60 feet; thence N. 35° 15' 30"E., 263.00 feet; thence N. 21° 25' 30"E., 600.34 feet to an iron pipe on the South side of California State Highway No. 16; thence S. 79° 45'E., along the South side of said State Highway, 1423.86 feet to the point of beginning.

Micro Fiched

AGREEMENT NO. 70- 24/

(Endorsed) Filed 2-13-70
LAURENCE P. HENIGAN, Clerk
By PETE LUCAS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between John S. Nishi and Mary Y. Nishi

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No.37), heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

John S. Nishi and Mary Y. Nishi
c/o John S. Nishi
Rt. 1, Box 2950
Davis, Calif. 95616

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

John S. Nishi and Mary Y. Nishi
Assessor's Parcel No. 21-610-07

All of that certain parcel of land designated 148.94 Acres, "Gray Ranch", as same appears of record in Maps and Surveys Book 9, Page 102, Yolo County Records, described as follows:

BEGINNING At an old stone monument which marks the most Southerly corner of that certain Survey of a portion of the Rancho Canada de Capay, recorded in Maps and Surveys Book 3 Page 13, Yolo County Records; thence N. 60° 16' 33" E. along the Southerly line of said Survey 1571.21 feet to the East line of the West half of that certain parcel of land designated "Joe and Kate Craig 297.72 acres"; thence N. 10° 11' 08" E. along said East line 3930.54 feet to the Southerly line of the State Highway; thence N. 79° 48' 52" W. along said Southerly line 1539.54 feet to a 6" x 6" Concrete Post marking the Northeast corner of the parcel of land designated "George D. Stephens 409.87 acres"; thence S. 10° 14' 03" W. 4450.89 feet to said Southerly line of said Survey of a portion of the Rancho Canada de Capay; thence S. 74° 08' 07" E. along said Southerly line 66.30 feet to the point of beginning, and containing 148.94 Acres of Land.

Micro Fiched

FILED
FEB 17 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70-242

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between George D. Stephens _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 37) heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on 2-11, 1970, and recorded in Volume 935 of Official Records at page 372), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

George D. Stephens

Rt. 1, Box 510

Esparto, Calif. 95627

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

Original Copy Signed & Filed

By _____

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

Original Copy

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

Filed [illegible]

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

George D. Stephens

Assessor's Parcels No. 21-610-30 & 33

Lot 1 as shown on that certain Record of Survey filed in Maps and Surveys Book 3, page 11, Yolo County Records, and that tract beginning at the Southeasterly corner of the J.L. Stephens Ranch as shown on a map thereof filed for record in Maps and Surveys Book 4, page 83, Yolo County Records, said point being N. 74° 10' 30"W., 66.3 feet from an old stone monument as shown on said map of the J.L. Stephens Ranch; thence N. 74° 10' 30"W., 2317.68 feet; thence N. 14° 19'E., 1887.10 feet; thence S. 74° 10' 30"E., 2183.21 feet; thence S. 10° 13'W., 1895.42 feet to the point of beginning.

Micro Fiched

AGREEMENT NO. 70- 243

(Endorsed) Filed 2-13-70
LAURENCE P. KENIGAN, Clerk
By PETE E. LUCAS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Doris Driver _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No.37) heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15' and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Doris Driver
744 S. Genevieve Lane
San Jose, Calif.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Doris Driver
Assessor's Parcel No. 21-610-32

Tract of land beginning at a point on the Easterly side of County Road 86-A situated S. 10° 02'W., 920.7 feet from an old stone monument marking the Northwesterly corner of the J.L. Stephens Ranch as shown on the map thereof filed for record in Maps and Surveys Book 4, page 83, Yolo County Records, thence, from said point of beginning, S. 10° 02'W., along the Easterly side of said County Road 86-A., 1523.72 feet, to the Southwesterly corner of said Ranch; thence, leaving County Road 86-A, S. 74° 10' 30"E., along the Southerly line of said Ranch, 2910.11 feet to an iron pipe; thence N. 14° 19'E., 1516.5 feet to a point; thence N. 74° 10' 30"W., 3023.93 feet to the point of beginning and containing 103.26 acres, more or less.

Micro Fiched

AGREEMENT NO. 70-244

2-13-70

LAURENCE P. HENIGAN, Clerk
By ROSE E. LUCAS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between William P. Wilson and Gladys M. Wilson

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (Addition to Preserve No. 33) heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. 70-15, filed in the Office of said Recorder on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. ~~70-15~~, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

William P. Wilson and Gladys M. Wilson
~~c/o William P. Wilson~~
~~531 Woodland Avenue~~
~~Woodland, Calif. 95695~~

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fich

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

William P. Wilson and Gladys M. Wilson

Assessor's Parcel No. 24-470-04

All that land situate in the County of Yolo, State of California, described as follows:

That portion of the NW¼ of Section 21, T9N, R2E, described as follows:

Micro Fiched

Beginning at the Northwest corner of said Section 21, on the center line of State Highway 99-W, a 60 foot road, as said corner appears of record on the Map of Survey of County Roads 27-A and 100-A, filed October 30, 1948, in Book 5 of Maps and Surveys, at page 70-A; thence S. 0° 54'W., along said center line, 2627.6 feet to its intersection with the center line of County Road 27-A, a fifty feet road; thence N. 89° 47' 30"E., along said roadway center line, 875.3 feet; thence continuing along said center line N. 87° 22'E., 37.38 feet; thence N. 2° 38'W., 622.35 feet; thence N. 87° 22'E., 601.70 feet; thence S. 8° 04' 50"E., 636.87 feet to the center of County Road 27-A; thence along the center line of County Road 27-A, N. 69° 30'E., 192.46 feet to a point of curve; thence on a curve to the left with a radius of 169.98 feet and a central angle of 72° 42' a distance of 215.68 feet to a point of tangency; thence N. 3° 12'W., along the center line of County Road 100-A, a fifty foot road, 1.89 feet; thence leaving said center line N. 48° 12'W., 42 feet; thence N. 8° 32'W., 309.55 feet; thence N. 1° 13'W., 205 feet to the center line of said County Road 100-A; thence N. 13° 58' 30"W., along said roadway center line 1204.4 feet; thence continuing along said center line, N. 3° 48'W., 605.9 feet to the center line of County Road No. 27; thence N. 89° 25' 30" W., along said roadway center line, 1408.9 feet to the point of beginning.

Excepting therefrom, however, all that portion thereof conveyed to the State of California by deed recorded December 28, 1964, in Book 784, page 24 of Official Records.

AGREEMENT NO. 70-245

FILED
FEB 24 1970
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Mary Grace Mast Richey, Jack D. Mast and Calvin Cowles Mast _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 68, heretofore established by the County by Resolution No. 70-15 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Mary Grace Mast Richey, Jack D. Mast and Calvin Cowles Mast
~~c/o Jack D. Mast~~
~~Rt. 1, Box 755~~
~~Esparto, Calif. 95627~~

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

_____

_____

Original Signed Here ---> Original Signed Here

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Mary Grace Mast Richey, Jack D. Mast and Calvin Cowles Mast

Assessor's Parcel No. 21-810-04

All that real property situate in the County of Yolo, State of California, described as follows:

Parcel 1: Commencing on the Easterly line of the County Road leading from Madison at a point distant about 3½ miles, said point being 16½ feet South of the ¼ Section line running East and West through Sections 10 and 11, T10N, R1W; running thence East 180 rods; thence South 72 rods; thence West 180 rods, more or less to the county Road aforesaid; thence North 72 rods to the point of beginning.

Micro Fiched

Excepting therefrom all that certain parcel of land conveyed to Florence Sankey, et al., by deed recorded in Book 97 of Deeds, at page 480 described as follows:

Beginning at the NE corner of lands conveyed to Delbert Hall by Thomas Hall as recorded in Book 92 of Deeds, at page 11, said point of beginning being 806.0 feet West and 16.5 feet South of the center of Section 11, T10N, R1W, and running thence South 925.5 feet along the East boundary of Delbert Hall's land; thence West parallel to the North boundary of the SW¼ of Section 11, 287 feet; thence North parallel to the East boundary of lands of Delbert Hall, 925.5 feet to a point 16.5 feet South of the North boundary of the SW¼ of Section 11; thence East 287 feet to the point of beginning, containing 6.1 acres of land, and being part of the SW¼ of Section 11, T10N, R1W.

EXHIBIT "A"

Mary Grace Mast Richey, Jack D. Mast, and Calvin Cowles Mast (CON'T)

Assessor's Parcel No. 21-810-04

Parcel 2: Beginning at a point where the South line of lands formerly owned by Delbert Hall intersect the East line of the County Road running North from the Town of Madison running thence East 180 rods; thence South 88 rods to Section line; thence West along Section line 180 rods, more or less, to the aforesaid County Road; thence Northerly along the East line of said County Road to the point of beginning. In SE¼ of Section 10 and SW¼ of Section 11, T10N, R1W.

Also excepting from Parcels 1 and 2 above, that portion conveyed to the State of California by deed dated May 4, 1954, recorded July 2, 1954, in Book 427 of O.R., at page 208.

Micro Filmed

AGREEMENT NO. 70-246

2-27-70

LAND USE CONTRACT

PETE E. LUCAS Deputy

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Wells Fargo Bank, N.A. Trustee under the will of Jeannette M. Dunbar, deceased

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. (66), heretofore established by the County by Resolution No. 70-15 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. ~~70-15~~, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Filmed

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

~~Wells Fargo Bank, N.A., Trustee under~~ the will of Jeannette M. Dunbar, deceased.

~~464 California Street~~

~~San Francisco, Calif.~~

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____

OWNER

_____

_____

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Filmed

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Wells Fargo Bank, N.A. Trustee under the Will of Jeannette M. Dunbar

Assessor's Parcel No. 24-242-22

Tract 2-A of H.P. Merritt Estate Lands as shown on a map filed for record in Maps and Surveys Book 4, page 92, Yolo County Records.

Micro Fiched

AGREEMENT NO. 70-247

(Endorsed) Filed .....
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Meta B. Heard and Frank E. Heard, _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 67, heretofore established by the County by Resolution No. 70-15 filed in the Office of the County Recorder of Yolo County on February 11, 1970, and recorded in Volume 935 of Official Records at page 372, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Meta B. Heard and Frank E. Heard
c/o Frank E. Heard
~~[illegible]~~ 611 Hollister Road
Woodland, Calif. 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA.

OWNER

_____

_____

Original Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

Micro Fiched

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Meta B. Heard

Assessor's Parcels No. 19-341-14 & 17
The NW¼ and the SE¼ of Section 20, T11N, R1E, M.D.B.& M.

Micro Fiched

AGREEMENT NO. 70-248

FILED
FEB 20 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th day of February, 1970, by and between Edwin G. Tauzer and Mary E. Tauzer _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. 67, heretofore established by the County by Resolution No. 20-15 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____, (and enlarged by Resolution No. _____, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes and important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. ~~70-15~~, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

EDWIN G. TAUZER AND MARY E. TAUZER
~~c/o Edwin G. Tauzer~~
~~Rt. 2, Box 163~~
~~Woodland, Calif. 95695~~

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____

OWNER

_____

_____

Original Signed & Filed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

_____

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Edwin G. Tauzer and Mary E. Tauzer

Assessor's Parcel No. 19-341-08
The South½ of the SW¼ of Section 17 and the South½ of the SE¼ of Section 18 all in T11N, R1E, M.D.B.& M.

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Form CD-15
(Rev. 1963)

Calif. 1-

YOLO COUNTY
AGREEMENT NO. 70-249

FILED
MAR - 3 1970
LAURENCE P. HENIGAN, Clerk
By: Deputy

FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
and
California Department of Agriculture
California Department of Public Health
Cooperating With

YOLO COUNTY

In accordance with the terms of a cooperative project agreement between the U.S. Department of the Interior, Bureau of Sport Fisheries and Wildlife, the California Department of Agriculture and the California Department of Public Health, approved May 28, 1958, copies of which are on file at Room E2717, Federal Building, 2800 Cottage Way, Sacramento, California, 95825, this field agreement is made to augment the animal damage control program in YOLO County, hereinafter known as the cooperator.

IT IS THEREFORE MUTUALLY AGREED THAT:

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1. The work contemplated herein is primarily for the purpose of protecting domestic livestock, poultry, and suppression of rabies both for protection of domestic animals and human health.

2. The animal damage control program conducted under the terms of this agreement shall be under the general supervision of the Bureau of Sport Fisheries and Wildlife, the California Department of Agriculture and the California Department of Public Health, these three agencies acting as a unit in accordance with the terms of the cooperative agreement above referred to. The local representative of the Bureau of Sport Fisheries and Wildlife will consult frequently with the cooperator relative to the extent of Bureau participation, the determination of salaries and expenses of cooperative employees, and plans and procedures necessary to best serve the interests of the parties hereto. Direct supervision of the field operations shall be vested in the Bureau of Sport Fisheries and Wildlife.

3. The County of Yolo will provide $ 21,062.32 for payment of salaries and authorized travel costs of personnel employed in this program during the period July 1, 1970 to June 30, 19 71 . The Bureau and State Departments of Agriculture and Public Health may contribute certain sums for supplies and equipment and payment of hunters' salaries and costs.

4. The State Supervisor of the Bureau or his designated assistant will certify as to correctness, all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under Paragraph 1 above.

5. The employees selected and appointed hereunder, and serving in Yolo County, shall be deemed to be the employees of said County and shall be covered by its Workmen's Compensation and other insurance and included in Retirement Benefits; but the actual supervision, direction and control of said employees is delegated to the Federal and State agencies aforesaid.

6. This agreement and any continuation hereof shall be contingent upon the availability of funds. It is understood and agreed that any monies allocated for the purposes of this agreement shall be expended in accordance with its terms and in the manner perscribed by the fiscal regulations and/or administrative policies of the agency making the funds available.

7. No bounties shall be paid by the Cooperator upon predatory animals during the period that this agreement is in effect, unless otherwise agreed upon.

8. This agreement may be terminated by any party upon thirty (30) days written notice, and by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates shown opposite their respective signatures.

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FEB 2 1970
(Date)

W E Duncan
Chairman, Board of Supervisor
of YOLO County

2-11-70
(Date)

Malcolm D. Allen
State Supervisor, Division of Wildlife Services, Bureau of Sport Fisheries and Wildlife.

(Date)

Not Needed

(Title)

California Department of Agriculture

(Date)

(Title)

California Department of Public Health

Approved as to Form
County Counsel
of Yolo County

SUPPLEMENT INFORMATION On
FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
And
California State Department of Agriculture
Cooperating With

YOLO County

The amount of $ 21,062.32 as shown on the agreement is to be disbursed as follows:

	Hunter	Salary*	Travel	Other Expenses
1.	Riley J. O'Bryant	$9,040.16	$1,200.00	$300.00
** 2.	Richard L. Kimes	9,022.16	1,200.00	300.00
3.				Micro Fiched
4.				
	Total	$18,062.32	$2,400.00	$600.00

(Signature)
Herbert W. Chandler
Agricultural Commissioner
January 27, 1970
(Date)

*If hunter(s) is to receive a salary increase during the effective period of this agreement, please show both rates and the effective dates.

** Richard L. Kimes July 1, 1970 thru December 31, 1970 $610.00
January 1, 1971 thru June 30, 1971 641.00

Agreement No. 70-250

Woodland, California

January 27, 1970

Atillio A. Risso and Olive E. Risso,

husband and wife, as Joint Tenants

Grantors

FILED

FEB 3 0 1970

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers

Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 70-4 in the form of a Grant Deed, covering the following described property:

Parcel I

A parcel of land being a portion of Swamp Land Survey No. 283, County of Yolo, California, more fully described as follows:

COMMENCING at the intersection of the centerline of Davis Road with Course No. 10 of the Reclamation District 900 Westerly River Levee right of way line as shown in detail on the Record of Survey for Bondholders Committee Parcel No. 4, filed in Book 10 of Maps and Surveys at Page 43 in the Office of the Recorder of the County of Yolo, California; thence Northerly along said River Levee right of way line the following two courses: (1) North 15°48'00" West 10.39 feet, (2) North 03°48'00" West 18.87 feet to the Northerly right of way line of said Davis Road, THE TRUE POINT OF BEGINNING; THENCE Westerly along said Northerly right of way line North 67°13'28" West 369.28 feet; thence North 22°46'32" East 4.00 feet; thence South 75°39'14" East 345.67 feet to said Westerly River Levee right of way line; thence Southerly along said River Levee right of way line South 03°48'00" East 61.13 feet to the true point of beginning.

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Containing 0.247 acres.

Parcel II

A parcel of land being a portion of Swamp Land Survey No. 283, County of Yolo, California, more fully described as follows:

COMMENCING at the intersection of the centerline of Davis Road with Course No. 10 of the Reclamation District 900 Westerly River Levee right of way line as shown in detail on the Record of Survey for Bondholders Committee Parcel No. 4, filed in Book 10 of Maps and Surveys at Page 43 in the Office of the Recorder of the County of Yolo, California; thence Northerly along said River Levee right of way line the following two courses: (1) North 15°48'00" West 10.39 feet, (2) North 03°48'00" West 80.00 feet to the Northerly line of above described Parcel I, THE TRUE POINT OF BEGINNING; THENCE Westerly along said said Northerly line North 75°39'14" West 345.65 feet; thence South 22°46'32" West 4.00 feet to the Northerly right of way line of Davis Road; thence Westerly along said Northerly right of way line North 67°13'28" West 15.00 feet; thence North 22°46'32" East 16.95 feet; thence South 75°39'14" East 353.69 feet to said Westerly River Levee right of way line; thence Southerly along said River Levee right of way line South 03°48'00" East 15.79 feet to the true point of beginning.

Containing 0.124 acres.

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RESERVING, however, to the grantor, his successors or assigns, the right of access over and across the above described Parcel II to grantors remaining property as long as such access may be reasonably necessary for the agricultural operation of grantors remaining property.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration

for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $722.00 for the property as conveyed by Grant Deed No. 70-4 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 60848 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

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Dated: 11/27/70

Olivia E. Rossi

Grantor

COUNTY OF YOLO

Recommended for Approval,

By

Chairman of the Board of Supervisors
County of Yolo, State of California

Approved as to Form
Dated 11-25 10/1970

County Counsel of Yolo County

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

AGREEMENT NO. 70-251

KAISER ENGINEERS

KAISER CENTER, 300 LAKESIDE DRIVE, OAKLAND, CALIFORNIA 94604 · CABLE: KAISENGR

February 11, 1970

Proposal P11A-70

FILED
FEB 13 1970
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

Yolo County
County Courthouse
Woodland, California

Attention: Mr. Erwin W. Meier
County Executive

Subject: Study of Sacramento River Flows and Potential Seepage

Gentlemen:

In response to your verbal request of January 5, 1970, and in accordance with several discussions held during the past year between Supervisor J. Dalley Stephens, yourself, and our Frank T. Matthias, C. Robert Koch and N. Jack Lipner, Kaiser Engineers is pleased to submit this proposal to conduct an engineering study of the relationship between flows of the Sacramento River and the potential seepage onto adjacent Yolo County agricultural lands.

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OBJECTIVE OF STUDY

The objective of the study is to provide technical advice to permit the Yolo County Board of Supervisors to establish a policy with regard to the maximum Sacramento River levels and flows it can tolerate, since excessively high water in the river can, under certain conditions, cause seepage onto adjacent rich agricultural lands and result in losses to high-value crops. This seepage problem is therefore of substantial economic interest to Yolo County. Yolo County's location at the southern end of the Sacramento River system has historically caused concern to the people of the County, because the County has no direct control over the releases from major upstream water and power projects.

SCOPE OF SERVICES

This study will cover river flow and seepage analyses for a 25-mile long strip of land located within Yolo County adjacent to the Sacramento River, which will be broken down into three natural sub-units for purposes of this study, as follows:

1. The portion above the confluence with the Feather River.

2. The portion between the confluences of the Feather River and the American River.

3. The portion below the confluence with the American River.

This study will include reviewing existing data and previous seepage studies, such as Department of Water Resources Bulletin No. 125, "Sacramento Valley Seepage Investigation", dated August, 1967. We will also collect field data from reclamation districts, land owners and others, consisting of records and observations pertaining to river stages and seepage and soil conditions.

The study will further involve analyses of the likely effect upon Sacramento River flows of releases from various major upstream water and power developments, existing or proposed for construction in the course of the next 5-10 years, including, but not limited to, Oroville Dam and the proposed Dos Rios Reservoir and its alternatives and alternate conveyance routes. For such analyses to be made of the present and future flows in the various reaches of the Sacramento River with respect to the effect on Yolo County, it will be necessary for us to have access to the pertinent records and studies prepared by the State Department of Water Resources (Statewide Planning Office, Central District and Northern District), the U. S. Bureau of Reclamation (Sacramento Regional Office), and the U. S. Corps of Engineers (San Francisco and Sacramento District).

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Our services will include preparation of an engineering report and submittal to you of 50 copies thereof. This report will contain the following:

a. Conclusions with regard to the relationship between maximum Sacramento River flows and levels and resulting seepage onto adjacent lands.

b. Summaries of field data collected and of river flow and seepage analyses performed in the course of our study to supplement the records and basic information contained in Bulletin No. 125 and other reports and publications.

METHOD OF PRESENTATION

Mr. D. Robert Koch will be Project Manager for the proposed study. The

services will be provided under the general direction and supervision of Mr. Eugene J. Stann, Manager, Environmental Control Department. Mr. Philip D. Dunn, Vice President, will be corporate officer in charge of the work.

We anticipate that the project study team will consist of 3 to 4 qualified engineers working under Mr. Koch's direction, such as:

Paul L. Nichols - Project Engineer

Harold C. Chandrew - Chief Soils Engineer

James F. Templeton - Project Soils Engineer

Richard J. Socolich - Civil-Hydraulic Project Engineer

Thomas T. Mann - Project Field Engineer

William G. Dunn - Consultant

Mr. Frank T. Matthias, Vice President, will serve as an advisor to the project group.

The professional experience records of the afore-mentioned personnel are attached for your information.

TIME OF COMPLETION

We estimate that we will complete the services outlined herein, including a final report, within 9 months following your acceptance of this proposal.

COMPENSATION

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Kaiser Engineers proposes to provide the services set forth in this proposal for a fixed amount of $20,000.

Progress payments will be made to Kaiser Engineers based upon invoices prepared in accordance with our standard form and practice. The amount of such progress payments will be based upon the percentage of completion of the services as determined by Kaiser Engineers and approved by Yolo County. Invoices shall be due and payable by Yolo County within fifteen (15) days after receipt thereof.

GENERAL

We are prepared to start work immediately upon your acceptance of this proposal. Eight copies of this proposal are being transmitted herewith. If it meets with your approval, please return one copy to us signed by an authorized representative of Yolo County, whereupon it will constitute the agreement between us for the proposed services and your authorization for us to proceed.

We appreciate the opportunity of submitting this proposal and look forward to being of service to you in connection with this matter which is so vital to your County.

Very truly yours,

[illegible] ENGINEERS
Division of [illegible]ser Industries Corporation

Phillip T. Bush
Vice President

Micro Fiched

Approved as to Form
Dated FEB 13 1970
CHARLES R. MACK
County Counsel of Yolo County

PTB/ckt
Att.

AGREED AND ACCEPTED:
YOLO COUNTY

By W. E. Duncan

Title CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Date FEB 13 1970

E. J. STANN

KAISER ENGINEERS

Education

BS, Engineering, U.S. Military Academy; MS, Civil Engineering, Massachusetts Institute of Technology; U.S. Army Command and General Staff College; U.S. Army War College.

Professional Affiliations

American Society of Civil Engineers; Society of American Military Engineers; Society of Sigma Xi.

Experience

Thirty years experience in managing and supervising civil engineering projects.

Mr. Stann was project manager of the San Francisco Bay-Delta Water Quality Control Program recently completed by Kaiser Engineers and a team of associates. This $2,000,000 multi-disciplinary study resulted in the development of a regional wastewater management program covering the twelve Bay Area counties. For his work on this project, Mr. Stann was elected Civil Engineer of the Month in July 1969 by the San Francisco Section of the American Society of Civil Engineers.

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Previously, Mr. Stann was technical director of Kaiser Engineers' London office where he was responsible for completion of the work on the $180-million Volta River hydroelectric project in Ghana. He supervised the preliminary engineering for the Bandama River project in the Republic of the Ivory Coast including the Kossou hydroelectric development, transmission network, irrigation development, and developments for water supply, lake transportation and commercial fishing. He also directed a ports and harbors survey for the Government of Cyprus and a feasibility study for the Birla Pig Iron Plant in India.

Before coming to Kaiser Engineers, Colonel Stann had a distinguished career in the U.S. Army Corps of Engineers. Numerous engineering projects were completed under his direct supervision, including flood control measures, multi-purpose dams, drainage programs, port facilities, pipelines, utilities systems, bridges, highways, airfields and public housing.

During this period, he was charged with the direction, management and supervision of vital civil works programs. Colonel Stann was responsible for the completion of Old Hickory Lock, Dam and Power Plant at a cost of over $48 million, the completion of the Cheatham Lock, Dam and Power Plant at a cost of over $30 million, and the completion of the Barbourville, Kentucky flood control projects at a cost of $2 million.

One particular project for which Colonel Stann received many commendations was the construction of the Barkley Dam in Kentucky. As district engineer for the U.S. Army Engineer District, Nashville, Tennessee, he supervised technical aspects of the design and construction of the dam.

Immediately prior to joining Kaiser Engineers, he was deputy chief of staff, Seventh U.S. Army, Germany. He was responsible for the supervision of a staff of about 400 officers involved in NATO wartime planning, and for the administration of a force of 165,000 troops. Before this, he was the first chief of staff of the U.S. Army Mobility Command.

E. J. STANN (Cont)

He formulated policy, established operating procedures, and organized the Command and its staff. He was responsible for direction of a staff of 600 engaged in research, development, procurement, production, supply management, maintenance management and disposal of all aircraft, vehicles and general support equipment of the U.S. Army. Annual budget for the Command was $2 billion.

Colonel Stann was chief of staff of the Military Assistance Advisory Group in Vietnam and before that, served as deputy chief of staff responsible for tactical planning for the combined British U.S. Tactical Force in Trieste. Earlier, he served as associate professor in the Department of Mechanics at West Point where he taught and directed the courses in analytical mechanics, strength of materials, fluid mechanics and thermodynamics.

Publications

"San Francisco Bay-Delta Water Quality Control Program" *Civil Engineering*, June 1969 (with R. J. Ringwood).

"Modeling of Water Quality Behavior in an Estuarial Environment," paper submitted to 4th International Conference on Water Pollution Research, Prague, Czechoslovakia, April 1969 (with G. T. Orlob, R. E. Selleck, R. P. Shubinski, and R. Walsh).

"Estuarine Water Quality and Biologic Population Indices," March 1967, (with P. N. Storrs, E. A. Pearson, H. F. Ludwig and R. Walsh).

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G. R. KOCH

Education - BS, Civil Engineering, Lafayette College
MS, Civil Engineering, Massachusetts Institute of Technology (specialized in Water Power Engineering)

Professional Affiliations - American Society of Civil Engineers

Experience - Seventeen years' experience in planning and execution of power and water resource developments, including project management and coordination; contract administration; client liaison; preparation of proposals and contract documents; specification writing, economic feasibility studies and reports; hydrologic, power and load growth studies; hydraulic design and turbine selection; field surveys and site investigations; preparation of schedules, budgets and cost estimates, and supervision of construction.

Mr. Koch is presently Manager of the Water Resources Department. He was previously Assistant to the Vice President, Heavy Construction and Hydro Engineering. In that position, his duties involved primarily the technical and administrative supervision of water resources, engineering studies and projects, but he also participated in the management and administration of construction activities of a number of projects.

Micro Fiched

Mr. Koch recently prepared an outline for a comprehensive Water Quality Management and Master Waste Disposal Plan of the Clear Lake Basin in Northern California.

He recently directed Kaiser Engineers' Task Force which was engaged by the Lake County Flood Control and Water Conservation District to make an independent engineering and economic review of plans proposed by the State Department of Water Resources, the U.S. Corps of Engineers and Bureau of Reclamation for development of California's Upper Eel River and the diversion of its waters to the Sacramento-

G. R. KOCH (Cont)

San Joaquin Delta for use in the State Water Project. These plans involve a system of major dams, tunnels, canals and pumping plants with an estimated cost in excess of $650 million and the study included evaluation of measures to enhance the water quality of Clear Lake. In connection with the construction of the recently completed $92 millions American River Project, his responsibilities included advising on hydraulic, mechanical and electrical problems; presiding at technical meetings with power company engineers, consultants, and manufacturers' representatives; analyzing cost estimates, cost reports and construction schedules, preparing budget forecasts and proposals for new work.

He was previously Project Manager for the Economic Feasibility and Outline Design Report of the $100 million multipurpose Bandama River Project and transmission system in the Ivory Coast. The project includes the three-unit Kossou Power Plant with an installed capacity of 138,000-kw as well as water supply and irrigation pumping stations.

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Mr. Koch was closely associated with many phases of planning and execution of the Volta River Hydroelectric Project in Ghana. During the outline design phase, he was responsible for the cofferdam and river diversion studies and the studies leading to the selection of the 175,000-hp Francis turbines. Subsequently, he was in overall charge of preparation of $70 million worth of construction and equipment supply contracts covering the 768,000-kw Akosombo Dam and Power Plant, transmission lines and substations, including the turbines, generators, transformers, cranes, gates, penstocks, etc. After receipt of bids for these contracts, he supervised the evaluation of the bids and award of contracts, and was responsible for their administration, including expediting, plant inspection and certification of progress payments.

G. R. KOCH (Cont)

Before joining Kaiser Engineers, he was Project Engineer on the Economic Feasibility Study for the $30 million San Jose Irrigation Project in Peru and Power Survey of Iran. The latter was a nation-wide study which involved the economic evaluation of numerous alternative sources of power supply.

As Hydraulic Engineer, Mr. Koch participated in the economic feasibility studies, planning and execution of the 1,840,000-kw St. Lawrence Power Project, where he was charged with planning and supervising construction of cofferdams, diversion cuts and new water supply facilities for the town of Massena, as well as review of the turbine model tests for verification of the manufacturer's guaranteed performance characteristics.

Earlier in his career, Mr. Koch participated in hydraulic studies and civil-structural design of the 400,000-kw Peixoto Hydro Development in Brazil and 200,000-kw Cabinet Gorge Hydro Development in Idaho.

Micro Fiched

P. L. NICHOLS

Education - BS, Mechanical Engineering, University of Nevada
MS, Civil Engineering, University of Nevada

Registration - Registered Civil Engineer, California and Hawaii

Professional Affiliations - American Society of Civil Engineers

Experience - Thirty years' experience in supervising design, project engineering, and supervising construction of civil engineering and water resource projects, including irrigation, water supply, and hydroelectric development

Mr. Nichols was recently charged with the planning and design of a water supply system, including a 12-million gallon reservoir for sprinkler irrigation of a 500-acre vineyard in the Napa Valley of California where water is used both for frost protection and supplemental irrigation.

Recently, he was a member of Kaiser Engineers task force for a report on the Upper Eel River Routing Studies prepared for the Lake County Flood Control and Water Conservation District.

Micro Fiched

Previously, Mr. Nichols was a Shipyard analysis team coordinator for the Charleston, Norfolk, and Pearl Harbor Navy Yards on the Naval Shipyard Modernization Program conducted by Kaiser Engineers. He was also in charge of the outline design of the 830,000-acre irrigation project planned for the Accra Plain, Ghana, which included evaluation of several pumping schemes. He also participated in the outline design of the irrigation developments proposed for the Bandama River Valley in the Ivory Coast.

P. L. NICHOLS (Cont)

Mr. Nichols was also project manager for construction of the Kahe Power Station of the Hawaiian Electric Company. The work included all the structural steel, gantry crane, and installation of permanent equipment for this 75,000-kw power plant.

As assistant chief engineer on the $118 million Aichi Irrigation Project in Japan, he supervised design, construction, and cost estimates of 76 concrete-lined tunnels, 43 miles of concrete-lined canals, and several pumping plants.

Mr. Nichols was also chief engineer on a $40 million construction contract on improvements to power plants, water supply system, docks, and airfield of the Midway Island Naval Station.

Micro Fiched

Prior to that, he was chief engineer with the Sonoma County Water Conservation District in California and directed the preparation of plans and specifications for canals, pumping plants, and flood control structures. During that period, he authored the engineering feasibility report used as the basis for financing construction of the Coyote Valley Dam which impounds Lake Mendocino.

Earlier, Mr. Nichols was employed by the East Bay Municipal District in Oakland, California, as senior Civil Engineer on design of water distribution systems.

His early experience also included work on engineering projects in the Deschutes River Basin in Oregon, while on the training staff at Camp Abbott for the U.S. Corps of Engineers.

H. C. SHANDREW

Education - Civil Engineering and Soil Mechanics, University of Minnesota and University of California

Professional Affiliations - American Society of Civil Engineers - Soil Mechanics Committee
American Seismological Society
International Conference of Soils Mechanics and Foundation Engineering
Permanent International Association of Navigational Congresses
Highway Research Board
International Commission on Large Dams

Experience - Over twenty-six years' experience in civil engineering and soil mechanics

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Mr. Shandrew is a specialist in the field of soils investigation and foundation analysis. In this capacity, he has made stability analyses, field surveys, and site selections for feasibility studies on the Wells earth-fill dam, the Akosombo rock-fill dam in Africa, and the Jackson Valley Dam. Similar work was also performed for the proposed Arrow Lakes and Rio Blanco Dams.

In addition, Mr. Shandrew has had previous design experience on various earth-fill dams, including Hanson Dam, Sepulveda Dam, Prado Dam, Fullerton Dam, Santa Fe Dam and Whittier Narrows Dam.

He has also made preliminary surveys for the Dalles and Umatilla Dam sites on the Columbia River, stress analysis for the Salinas Arch Dam and design and field engineering on the Bonneville Dam.

His experience has also included soils and foundation investigation for major industrial plants and military installations in the United Stated, Canada and the Antarctic.

J. F. TEMPLETON

Education - BS, Civil Engineering, University of Colorado
Soil Mechanics and Dam Design, University of California Extension

Experience - Eighteen years' experience in civil engineering and soil mechanics

Mr. Templeton is presently a section supervisor in the Design Department, where he is responsible for the preparation of civil engineering drawings and specifications for industrial plant site excavation, roads, railroads and utilities.

He has recently been in charge of the civil design, foundation work, soil bearing stability and field investigation of slope stability of deep cuts for a lightweight aggregate plant in California. He was also involved in the exploration of borrow pits, determination of backfilling procedures, preliminary foundation investigation for heavy structures, and highway and railroad structures for a sand and gravel plant at Radum, California.

Micro Fiched

Prior to this, Mr. Templeton completed a four-year assignment as Resident Engineer for KE at Vandenberg AFB, California. During this period, he was involved in site selection, foundation investigation, utility surveys, construction inspection and design review for a number of Air Force projects.

His experience on civil works projects includes participation in the foundation exploration for Jackson Valley Dam and appurtenant structures, California, and in the design and stability analysis of the embankment of this dam. He also served as Resident Engineer during construction of the 5-mile long pressure irrigation distribution system for that project.

Earlier, Mr. Templeton participated in the design and stability analyses for Akosombo rockfill dam of the Volta River Hydroelectric Project in Ghana, and in the preparation of the contract drawings and specifications for the embankment and foundation preparations.

J. F. TEMPLETON (Cont)

Prior to joining KE, Mr. Templeton was a civil engineer with the U. S. Army Corps of Engineers, San Francisco District. As a specialist in soils mechanics, he directed the analysis and evaluation of foundation conditions for civil and military projects and developed criteria for foundation design.

He previously was engaged in site investigations, design and resident engineering on a number of major hydroelectric projects, including the Furnas Dam in Brazil, Karnafuli Dam in East Pakistan, Brownlee and Oxbow Dams in Idaho, and Tri-Dam on the Stanislaus River in California.

Micro Fiched

R. J. SOCOLICH

Education - BS, Civil Engineering, California State Polytechnic College
MS, Civil Engineering, Stanford University

Professional Affiliations - American Society of Civil Engineers

Experience - Three years in Civil Engineering, principally in water supply, hydraulics and application of computers to water resource problems.

Mr. Socolich is presently engaged in the San Francisco Bay-Delta Water Quality Control Program. This program will ultimately develop a comprehensive Master Plan for water quality control in the San Francisco Bay-Delta area of California. Prior to the Bay-Delta Project, he was responsible for hydrologic and hydraulic designs for site and roadway drainage on various projects.

Micro Fiched

Before joining Kaiser Engineers, he was employed by the Los Angeles City Department of Water and Power, where he worked in the Planning Section of the Water Design Division. His assignments there involved the preliminary design, analysis and economic evaluation of water distribution systems, including long-range forecasting of water consumption and development and use of a computer program for the analysis of water distribution systems.

At Stanford University, Mr. Socolich was instrumental in the development of a computer program entitled "A Digital Method for the Synthesis of Monthly Streamflow Records".

T. T. MANN

Education - BS, MS, Civil Engineering, New Mexico State University

Registration - Registered Professional Engineer, Ohio
Registered Land Surveyor, New Mexico

Experience - Eight years' experience in civil and hydraulic engineering, mathematical model analysis and construction of water resources projects.

Mr. Mann is presently engaged as Resident Engineer and Design Engineer on the major expansion program, which Kaiser Engineers is carrying out for the water supply system of the City of Vallejo, California. This involves the 46-mgd Fleming Hill Water Treatment Plant, the 65 million gallon Summit Reservoir, the 6 million gallon Skyview Reservoir and appurtenant pumping stations.

Mr. Mann has worked on computer techniques for solving hydraulic and piping network systems by the Hardy-Cross analysis and for the design of storm water runoff systems.

Micro Fiched

He previously supervised the field layout of a 115-mgd water system and clarification plant for the ARMCO Steel Company in Ohio.

Other projects in which he has been involved include layout and construction of a 120-foot high earthfill dam and adjacent reservoir; water right and hydrographic surveys; the design of drainage systems for subdivision; and the design, layout, and construction of drainage systems for military cantonment areas.

At New Mexico State University, Mr. Mann worked on methods for mathematically synthesizing hydrographs. His MS thesis was "Hydrograph Fitting for Runoff from Small Urban Areas."

W. G. DUNN

Education	- BS, Civil Engineering, University of California
Registration	- Civil Engineer, California
Professional Affiliations	- American Society of Civil Engineers International Commission of Irrigation and Drainage National Reclamation Association California Water Resources Association (Member of Advisory Board) California State Chamber of Commerce (Member of Water Committee) Irrigation Districts Association of California American Water Works Association
Experience	- Nineteen years in water resources investigations, master planning, feasibility studies and design.

Mr. Dunn has been in private consulting practice for the last 13 years, and has been engaged on a number of hydrologic, hydroelectric, municipal water supply, flood control, and multipurpose water project investigations and designs.

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Mr. Dunn has done planning studies and water works plant evaluations for numerous municipalities of all sizes, including Lake Canyon Mutual Water Company (50 services) and Forest Lakes Mutual Water Company (70 services) in the Santa Cruz mountains; Monte Vista (1,300 services) in Santa Clara County; City of Brentwood (700 services) in the San Joaquin Delta area; Alameda County Water District (5,000 services in 1955) in Southern Alameda County; Daly City (13,000 services) in the San Mateo coastal area; and the City of Pittsburg (5,000 services) in Contra Costa County.

He is familiar with water supplies in the San Joaquin Valley as a result of 4 years of consulting service for Empire West Side Irrigation District and Lemoo

W. G. DUNN (Cont)

Canal and Water Company in Kings County.

Mr. Dunn was recently a consultant to Kaiser Engineers in connection with its Task Force study performed for Lake County, California, of alternative routing plans and project configurations for conveyance of Eel River water to the Sacramento-San Joaquin Delta.

He is the author of the proposed Modified Snake-Colorado Project (Dunn Plan) for transfer of water from the Columbia River to the Colorado River.

Among his many studies are those dealing with the water resources of the states of Idaho, Washington, Oregon, Arizona, Colorado, Nevada, and New Mexico; the water resources of the Montara Half Moon Bay area in San Mateo County, California; water requirements of the North Santa Clara County, California; and water resources available to the Browns Valley area in Yuba County, California. Other local agencies in California for whom Mr. Dunn has done consulting work include the Wheatland Water District, Santa Clara Flood Control and Water Conservation District, Santa Clara-Alameda-San Benito County Water Authority and Westborough County Water District.

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Mr. Dunn has appeared on five occasions as an expert witness on water rights matters.

He has done considerable engineering and design work on municipal water supply systems, including work as project engineer in charge of the design of the 7.5 million gallon asphalt-lined Middlefield Reservoir for the Alameda County Water District, a 66-inch diameter, 13-mile, $7 million high pressure pipeline in Santa Clara County, and engineering services for Stanford University, which included design of pump stations, of a 2 million-gallon and of a 400,000-gallon reservoir.

W. G. DUNN (Cont)

Mr. Dunn's experience also includes investigations of a major hydroelectric power project site on the upper American River in California for the purpose of establishing the value of the land at the reservoir site; investigation of wells and ground water supplies; and investigations of flood control problems and recommendations for flood control works. Finally, Mr. Dunn has also had experience in planning irrigation systems.

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AGREEMENT NO. 70-252

CONSTRUCTION AGREEMENT

CERTIFIED COPY

M.J Bambery, Inc. & Gene Pendergast, as a Joint Venture DBA:

THIS CONSTRUCTION AGREEMENT made the 12th day of February, 1970, by and between Bambery and Pendergast, 2223 Dale Avenue, Sacramento, California 95815, hereinafter called CONTRACTOR, and the County of Yolo, a political subdivision, hereinafter designated as the Owner.

WITNESSETH: That Contractor and Owner for the considerations hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK

In accordance with the terms of this agreement and the Contract Documents referred to herein, Contractor agrees at Contractor's own cost and expense to provide all materials, labor, taxes, services, insurance, transportation, facilities and incidentals necessary, convenient and proper in order fairly to perform in a workmanlike manner faithfully and fully the work set forth in the Drawings and Specifications ~~entitled~~ with the exception of Heating, Ventilating & Air Conditioning, Public Works Facility, N.E. Corner of Beamer & Ashley Sts. Yolo Count prepared by Hart and Turner, AIA, Architects & Planners, hereinafter called ARCHITECT.

ARTICLE II. CONTRACT DOCUMENTS

The Contract Documents consist of the following:

Advertisement for Bids
Instructions to Bidders
Proposal Form
Construction Agreement
Faithful Performance Bond
Labor and Materials Bond
General Conditions
Supplementary Conditions
Drawings
Specifications,

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FEB 18 1970
LAURENCE P. HEAN, Clerk
PETE E. LUCAS
By ..... Deputy
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together with all modifications and addenda included in these documents before their execution. All Contract Documents are complementary so that work or agreements called for in one and not mentioned in another are to be executed as though mentioned in all, and each and every difference of opinion respecting the same shall be finally determined by the Architect.

ARTICLE III. EXTRA WORK

The work to be performed under this Construction Agreement shall not be altered or changed in any manner unless Architect shall first so order. Whenever any such change or alteration is so ordered, the particular change or alteration shall be specified in writing and the cost thereof agreed upon between Owner and Contractor. In no case shall Owner pay or become liable to pay for any extra work done on or extra material furnished upon, in or about said work, save and except as otherwise provided for in said Drawings and Specifications; said Drawings and Specifications shall control in all particulars.

RECORDED DOCUMENT
FILED
MAR 10 1970
LAURENCE P. HEAN, Clerk
By ..... Deputy

BOOK 937 PAGE 30
BOOK 938 PAGE 467

This Recorded Copy of This Agreement is to Be Re-Recorded to show all the Individual Names of the Contracting firm. Also to show County Counsel's Approval

ARTICLE IV. CONTRACT TIME

A. Time: The Contractor shall start the work to be performed under this Contract within five (5) calendar days after having been given written notice to proceed by the Owner. Said work shall be diligently prosecuted to completion. The work shall be completed within 150 calendar days after date of start of construction.

B. Extensions of Time: Extensions of time shall be granted to the Contractor for delays in the completion of the work caused by Acts of God or of the public enemy, Act of the State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided that the Contractor furnishes satisfactory and acceptable proof that he has made diligent attempts to obtain same), and severe weather -- or delays of Sub-contractors due to such causes provided that the Contractor shall notify the Architect in writing, of the causes of delay and the Owner shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.

C. Damages: Should the Contractor fail to complete this agreement and the work provided herein within the time fixed for such completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to Owner for all loss and damage which the latter may suffer on account thereof.

D. Liquidated Damages: It is hereby understood and agreed that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which Owner will sustain in the event of, and by the reason of delay in performance of this agreement; and it is therefore agreed that Contractor will pay Owner the sum of Fifty Dollars and NO/100 ($ 50.00) per each day and each day's delay beyond the time herein prescribed in finishing the said work, as liquidated damages; Contractor agrees to pay said liquidated damages as herein provided and in case the same shall not be paid, agrees that Owner may deduct the amount thereof from any money due or that may become due Contractor under this Construction Agreement, and that Owner shall have the right to recover the amount thereof from the Contractor or his sureties, in addition to any other remedy that may be available to Owner.

ARTICLE V. CONTRACT SUM

In consideration of the agreements on the part of Contractor and the strict and literal fulfillment of each and every such agreement and as compensation agreed upon for said work, Owner agrees to pay for the performance of the Contract subject to additions or deductions provided for therein, the sum of THREE HUNDRED FIFTY-THREE THOUSAND NINETY-SEVEN AND NO/100 Dollars ($ 353,097.00) in legally executed warrants of the Owner in progress payments in the manner set forth in the Contract Documents. Said sum represents the base bid together with the following accepted alternates as set forth in the Contractor's accepted bid: Bid A ($314,230.00) Alternate A1 (+$7,224.00), Alternate A2 (+$10,195.00), Alternate A3 (+$17,828.00) Alternate A4 (+$2,587.00), Alternate A5 (+$1,033.00) Total Bid $353,097.00

ARTICLE VI. HOURS OF LABOR

A. General: Eight hours of labor shall constitute a legal day's work upon all work done hereunder and forty hours of labor shall constitute a legal week's work upon all work done hereunder. It is expressly stipulated that no workman employed at any time by the Contractor or by any subcontractor or sub-subcontractors under this Project upon the work or upon any part of the work contemplated by this Contract shall be required or permitted to work thereon more than eight hours in any one calendar day and forty hours in any one calendar week except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein.

B. Reporting: Contractor and any subcontractor or sub-subcontractors under this Contract shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each workman employed in connection with the work or upon any part of the work contemplated by this Contract. The records shall be kept open at all reasonable hours to the inspection of the Owner and to the Division of Labor Law Enforcement.

C. Penalty: It is further expressly stipulated that for each and every violation of this stipulation said Contractor shall forfeit as a penalty to the Owner Twenty-five Dollars ($25.00) for each workman employed in the execution of this Contract or by any subcontractor under this Contract for each calendar day during which said workman is required or permitted to labor more than eight hours, in violation of the provisions of said section of the Labor Code.

ARTICLE VII. APPRENTICES

A. Authority to Employ: Properly indentured apprentices may be employed upon this work. In accordance with Section 1777.5 of the Labor Code of California, such apprentices must be in training upon apprenticeship standards and written apprenticeship agreements pursuant to Section 3070, et seq. of the Labor Code of California, and the employment of such apprentices shall be in accordance with the provisions of such apprenticeship standards and apprentice agreements. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed and shall be employed only at the work of the craft or trade to which is indentured.

B. Application for Certificate: If Contractor or any subcontractor under him, in performing any work hereunder employs workmen in any apprenticeable craft or trade, the Contractor and subcontractor pursuant to Labor Code Section 1777.5 shall apply in each such case to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area of the site of the work performed hereunder.

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C. Employment of Apprentices: The Contractor or subcontractor, if he is covered by Labor Code Section 1777.5, shall upon the issuance of the approval certificate in each such craft or trade, employ the proper number of apprentices.

D. Contribution to Apprenticeship Program: Contractor or any subcontractor under him, who, in performing any of the work hereunder, employs journeyman or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the work performed hereunder, to which fund or funds other contractors in said area are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeyman or apprentices on the work performed hereunder in the same amount or on the same basis and in the same manner as the other contractors do.

E. Discrimination: Contractor and any subcontractor under him, in accordance with Labor Code Section 1777.6 shall not refuse to accept otherwise qualified employees as indentured apprentices on the work to be performed hereunder solely on the ground of the race, creed, national origin or ancestry, or color of such employee.

ARTICLE VIII. TRAVEL AND SUBSISTENCE PAY

There shall be paid to each workman needed to execute the work to be performed hereunder such travel and subsistence payments as are defined in the applicable collective bargaining agreements filed in accordance with the provisions of Labor Code Section 1773.8. To establish such travel and subsistence payments this section requires the representative of any craft, classification or type of workman needed to execute this Contract, to file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistance payments whenever filed 30 days prior to the call for bids.

ARTICLE IX. DOMESTIC MATERIALS

delete

ARTICLE X. SUBCONTRACTORS

It is hereby understood and agreed that the Provisions of the sub-letting and subcontracting Fair Practices Act, Government Code Sections 4100 through 4113 shall be binding upon the parties hereto, and by this reference are deemed incorporated in this agreement to the same effect as if set forth herein in full.

ARTICLE XI. WORKMEN'S COMPENSATION

A. In accordance with the provisions of Section 3700 of the California Labor Code, Contractor will be required to secure the payment of compensation to his employees.

B. Pursuant to the provisions of Labor Code Section 1861, Contractor shall sign and file with the Owner the following certification Prior to Performing the work of the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's Compensation or to undertake self-insurance in accordance with that Code, and I will comply with such Provisions before commencing the Performance of the work of this Contract."

ARTICLE XII. BONDS

Contractor shall furnish and deliver to Owner for its approval upon the execution of this Construction agreement two good and sufficient bonds issued by a surety company authorized to do business in the State of California and shall maintain such bonds during the entire life of the Construction Agreement. One such bond shall be in the sum of One Hundred Percent (100%) of the contract sum and shall be conditioned for the faithful performance of said Contractor of this agreement according to the terms and Provisions herein. The second bond shall be a labor and materials bond in the sum of not less than one-half of the Contract sum in accordance with and in the form required by Sections 4200 to 4209, inclusive, of the California Government Code. No Pre-Payment or delay in payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work to be Performed thereunder or the specifications accompanying the same and no forebearance on the Part of Owner shall in anywise affect the obligations of the surety on the bonds, and the surety does hereby waive notice of and consents to any such Payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specification and forebearance and said surety does hereby waive to provisions of Sections 2819 and 2845 of the California Civil Code.

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ARTICLE XIII. PREVAILING WAGES

A. Wage Rates: Pursuant to Section 1773 of the Labor Code of California, the Owner has ascertained the general Prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality in which this work is to be performed for each craft or type of workman or mechanic needed to execute this contract. The Prevailing rates so determined, which must be complied with as a minimum, are as set forth by the Building and Construction Trades Council of Sacramento-Yolo Counties.

B. Stipulation: It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to Pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the Contract.

C. Records: The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen, and mechanics employed in connection with the execution of the agreement or any subcontracts thereunder and showing also the actual per diem wages paid to each of said workers which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents and to the Division of Labor Law Enforcement.

D. Penalty: Pursuant to the provisions of Sections 1770 to 1780, inclusive, of the Labor Code of California, it is hereby agreed and stipulated that Contractor shall forfeit to the Owner as a penalty, Twenty-five Dollars ($25.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this agreement by him or any subcontractor under him.

E. Unlisted Trades: All skilled labor not listed below that may be employed shall be paid not less than the union wage scale for such labor in the locality where such work is being performed. In case it becomes necessary for the Contractor or any subcontractor to employ on the work under this Contract any person in the trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum rate is herein specified, the Contractor shall immediately notify the Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate base thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

F. Prevailing Rates: The per diem wage is the hourly wage rate multiplied by the number of hours constituting a working day. The following hourly wage rates are based on an eight hour day, forty hour week, Monday through Friday inclusive with the exception of Painters, whose rates are based on a seven and one-half hour day, thirth-seven and one-half hour week;

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SPECIAL NOTICE:

/ denotes amount of VACATION included in basic wage rate.
+ denotes APPRENTICESHIP TRAINING and/or JOURNEYMAN TRAINING.
++ denotes PROMOTION FUND.
* denotes HOLIDAY PAY.
** denotes HIRING HALL TRUST FUND.
// denotes OCCUPATIONAL HEALTH.
/// denotes DUES CHECK-OFF.

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	RATE	OVER-TIME	H & M	VACA-TION	PEN-SION	MISC.
Boilermaker-Blacksmith	6.80	13.60	30¢	35¢	55¢	2¢
" Foreman	7.30	14.60				
Bricklayer	6.20	12.40	18¢	40¢	20¢	12¢++
" Foreman (+ 1 hr. straight time per day)						
Carpenter	6.205	**	35¢	50¢	45¢	2¢+
" Foreman	6.955	**				
Carpet & Linoleum Layer	6.15	12.30	25¢	50¢	30¢	5¢+
" Foreman	6.525	13.05				
Cement Mason	5.37	*	36¢	50¢	75¢	
" Foreman	5.87	*				
Drywall Installer (Sheetrock)	6.65	13.30	35¢	50¢	45¢	4¢+ 3¢++
Electrician	6.68	13.36	26¢	/(8%)	50¢	4¾¢+
" Foreman	7.68	15.36	(+ International Pension 1%)			

Engineers

Group 1 $4.83
Assistant to Engineer. (Fireman, Oiler, Signalman, Tar Pot Fireman)

Group 2 $6.11
Boom Truck or Dual Purpose A Frame Truck, Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers) (Asst. to Engineer required), Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types), Roller, Self-Propelled Compactor (single engine), Screedman (Barber Greene & similar) (asphaltic concrete Paving), Small Rubber Tired Tractors.

	RATE	OVER-TIME	H & W	VACA-TION	PEN-SION	MISC.
Group 3 $6.21						
Instrument Man, Journeyman Trainee, Material Hoist (2 or more drums), Mechanical Finishers or Spreader Machine (asphalt) Barker Greene or similar) (Screedman required), Self-Propelled Boom Type Lifting Device (Assistant to Engineer required, except on 10 ton capacity or less), Small Rubber-tired Trenching Machine and similar small equipment (any assistance in the operation if needed shall be performed by an Assistant to Engineer), Small Tractor (with boom), Trenching Machine, Truck Type Loader, Tractors, Dozers, Scrapers, Sheep Foot, self-Propelled compactor with Dozer and Push Cats.						
Glazier	5.85	***	15¢	.46⅔¢	25¢	.1⅔¢*
Hod Carrier - Brick	5.055	10.11	2½¢	50¢	40¢	2½¢++
" " - Plaster	4.95	9.90	2½¢	50¢	40¢	3¢++
Iron Worker - Ornamental	6.73	13.46	33¢	⅘(25¢)	32½¢	2¢+
" Structural	6.73	13.46				
" Fence Erector	6.53	13.06				
" Reinforcing	6.62	13.24				
" Foreman (+ 45¢ per hr.)						
Laborers	**	***	30¢	40¢	40¢	2¢++
" Foreman	5.35					
" Group 1	4.925					
" Group 2	4.775					
" Group 3	4.675					
Lather	5.75	11.50	2½¢	60¢	20¢	9¢**
" Foreman	6115	12.30				
Millmen	4.26	*	$22.85 1400 hr. 15¢ Per mon. +1¢.			
Millwright	6.505	**	35¢	50¢	45¢	2¢+
" Forman	7.255	**				
Painter - Brush	6.07	*****	39¢	40¢	35¢	40¢*
" Spray	6.32	*****				
" Foreman - 3 to 4 men include ½ hr. additional per day.						
Plasterer	5.65	11.30	2½¢	65¢	25¢	9¢+
" Foreman (+ $2.00 per day)						
Plumber-Refrigeration Fitter	7.58	15.16	55¢	⅘(75¢)	65¢	6¢+
" Foreman	8.31	16.62	55¢	⅘(80¢)	65¢	10¢++
						3¢**
Roofer	5.62	****	43¢	50¢	40¢	
" Felt Machine Operator	5.87	****				
" Foreman	6.12	****				
Sheet Metal Worker	6.65	13.30	36¢	60¢	44¢	11¢+
" Foreman (+8%)						
Shinglers (Wood & Comp.)	6.355	**	35¢	50¢	45¢	2¢+
" Foreman	7.105	**				
Steamfitter	7.58	15.16	55¢	⅘(75¢)	65¢	6¢+
						10¢++
						3¢**

Teamsters:

All Dump Trucks (single or multiple dump units including Semi's and Double and Transfer Units)

	5/1/68	6/1/69	6/1/70
Under 4 yds. (water level)	$4.775	$5.215	$5.675
4 yds. and under 6 yds. (water level)	4.87	5.31	5.77
6 yds. and under 8 yds. (water level)	5.07	5.51	5.97
8 yds. and inc. 13 yds. (water level)	5.31	5.75	6.21

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	5/1/68	6/1/69	6/1/70
ALL TRANSIT MIX			
Under 6 yds.	$4.925	$5.365	$5.825
6 yds. and under 8 yds.	5.025	5.465	5.925
8 yds. through 10 yds.	5.125	5.565	6.025

WELFARE BENEFITS

Each Employer covered by this Agreement shall contribute the amounts hereinafter set forth for the purposes for each hour for which an employee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Construction Teamsters Health & Welfare Trust Fund for Northern California.

(*)(**)

(A) Hospital, Medical and Surgical Benefits:
32½ cents Per hour

(B) Dental Care Benefits:
10 cents Per hour

(C) Visual Care Benefits:
4½ cents Per hour

(D) Prescription Drug Benefits:
5½ cents Per hour

(E) Retired Employees Health & Welfare Benefits:
1 cent Per hour

(F) Pensions:
35 cents Per hour effective November 1, 1969

VACTION AND HOLIDAYS:
55 cents Per hour

	RATE	OVER-TIME	H & W	VACA-TION	PEN-SION	MISC.
Tile Setter	5.50	11.80	22¢	40¢	25¢	9¢++
Tile Setter Helper	4.305	8.61	18¢	26¢		10¢##
						9¢++
						5¢##

OVERTIME

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Any additional time worked after the regular work day, Saturday, Sunday, and holidays shall be considered overtime and Paid for at double the straight time rate unless otherwise specified hereon.

* For the first two hours after the regular work day, overtime shall be Paid for at the rate of time and one-half. All additional time worked up to 8:00 a.m., and on Saturday, Sunday and holidays shall be Paid for at the double time rate.

** For the first four hours after the regular work day, overtime shall be Paid for at the rate of time and one-half. All additional time worked up to 8:00 a.m., and on Saturday, Sunday and holidays shall be Paid for at the double time rate.

*** For the first two hours after the first eight hours, Monday through Friday, and the first four hours on Saturday morning in the shop, time and one-half shall be Paid. All other overtime shall be double time rate.

**** Any additional time worked after the first eight hours of the regular work day and Saturday shall be Paid for at the rate of time and one-half. Sunday and holidays shall be Paid for at the double time rate.

***** All working hours beyond the regular work day, Monday through Friday, shall be Paid for at the rate of time and one-half, Providing no overtime exceeds 4 hours at the time and one-half rate. All work in excess of 4 hours overtime shall be Paid at the rate of double time. All work Performed on Sunday shall be double time and Paid at twice the straight-time rate.

****** Any additional time worked after the first seven hours of the regular work day shall be Paid for at the rate of time and one-half. Saturday, Sunday and holidays shall be Paid for at the double time rate.

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IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement the day and year first above written.

CONTRACTOR	OWNER
M.J. Bambery, Inc. & Gene Pendergast, as a Joint Venture DBA: Bambery and Pendergast	County of Yolo
Firm	
2223 Dale Avenue	County Court House
Address	Address
Sacramento, California 95815	Woodland, California
City State	City State
By: Maurice J. Bambery	By: W. E. Duncan
Authorized Person	Authorized Agent
Maurice J. Bambery	William E. Duncan, Chairman County of Yolo Board of Supervisors

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Approved as to Form
Dated FEB 17 1970
County Counsel of Yolo County

STATE of CALIFORNIA } ss.
COUNTY of YOLO }

The Foregoing Instrument Is A Correct Copy Of The Original On File In This Office.

ATTEST: February 18 19 70
LAURENCE R. [illegible]
COUNTY CLERK [illegible]
By [illegible]

VOL. 937 PAGE 39
OFFICIAL RECORDS
RECORDED AT REQUEST OF
YOLO COUNTY CLERK
FEB 18 1970
At 50 Min. Past 10 O'clock A. M.
YOLO COUNTY, CALIFORNIA
[illegible] Recorder
NO CHG.

VOL. 938 PAGE 477
OFFICIAL RECORDS
RECORDED AT REQUEST OF
YOLO COUNTY CLERK
MAR 6 1970
At 35 Min. Past 11 O'clock A. M.
YOLO COUNTY, CALIFORNIA
[illegible] Recorder
NO CHG.

BOOK 937 PAGE 40
BOOK 938 PAGE 477

2739 2134

XEROX COPY

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AGREEMENT NO. 70-253 CERTIFIED COPY

CONSTRUCTION AGREEMENT

Zaida Ryan, Dwight C. Benbow, Robert B. Walker and Robert J. Clark, DBA:

THIS CONSTRUCTION AGREEMENT made the 12th day of February

19 70 by and between Park Sheet Metal Works, 5061 - 24th Street

Sacramento, California 95822, hereinafter called CONTRACTOR, and the County of Yolo, a political subdivision, hereinafter designated as the Owner.

WITNESSETH: That Contractor and Owner for the considerations hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK

In accordance with the terms of this agreement and the Contract Documents referred to herein, Contractor agrees at Contractor's own cost and expense to provide all materials, labor, taxes, services, insurance, transportation, facilities and incidentals necessary, convenient and proper in order fairly to perform in a workmanlike manner faithfully and fully the work set forth in the Drawings and Specifications entitled for Heating, Ventilating & Air Conditioning Only for Public Works Facility, N.E. Corner Beamer & Ashley Sts., Yolo County prepared by Hart and Turner, AIA, Architects & Planners, hereinafter called ARCHITECT.

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The Contract Documents consist of the following:

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Construction Agreement
Faithful Performance Bond
Labor and Materials Bond
General Conditions
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Drawings
Specifications,

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FEB 18 1970
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

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ARTICLE III. EXTRA WORK

The work to be performed under this Construction Agreement shall not be altered or changed in any manner unless Architect shall first so order. Whenever any such change or alteration is so ordered, the particular change or alteration shall be specified in writing and the cost thereof agreed upon between Owner and Contractor. In no case shall Owner pay or become liable to pay for any extra work done on or extra material furnished upon, in or about said work, save and except as otherwise provided for in said Drawings and Specifications; said Drawings and Specifications shall control in all particulars.

RECORDED DOCUMENT

FILED

MAR 10 1970

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

BOOK 937 PAGE 41

BOOK 938 PAGE 478

This Recorded Copy of This Agreement Is To Be Re-Recorded to show all the Individual Names of the Contracting Firm. Also to Show County Counsel's Approval.

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A. Time: The Contractor shall start the work to be performed under this Contract within five (5) calendar days after having been given written notice to proceed by the Owner. Said work shall be diligently prosecuted to completion. The work shall be completed within 150 calendar days after date of start of construction.

B. Extensions of Time: Extensions of time shall be granted to the Contractor for delays in the completion of the work caused by Acts of God or of the public enemy, Act of the State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided that the Contractor furnishes satisfactory and acceptable proof that he has made diligent attempts to obtain same), and severe weather --- or delays of Sub-contractors due to such causes provided that the Contractor shall notify the Architect in writing, of the causes of delay and the Owner shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.

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C. Damages: Should the Contractor fail to complete this agreement and the work provided herein within the time fixed for such completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to Owner for all loss and damage which the latter may suffer on account thereof.

D. Liquidated Damages: It is hereby understood and agreed that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which Owner will sustain in the event of, and by the reason of delay in performance of this agreement; and it is therefore agreed that Contractor will pay Owner the sum of Fifty Dollars and NO/100 ($ 50.00) per each day and each day's delay beyond the time herein prescribed in finishing the said work, as liquidated damages; Contractor agrees to pay said liquidated damages as herein provided and in case the same shall not be paid, agrees that Owner may deduct the amount thereof from any money due or that may become due Contractor under this Construction Agreement, and that Owner shall have the right to recover the amount thereof from the Contractor or his sureties, in addition to any other remedy that may be available to Owner.

ARTICLE V. CONTRACT SUM

In consideration of the agreements on the part of Contractor and the strict and literal fulfillment of each and every such agreement and as compensation agreed upon for said work, Owner agrees to pay for the performance of the Contract subject to additions or deductions provided for therein, the sum of FIFTY-ONE THOUSAND THREE HUNDRED NINETY-SEVEN AND NO/100 Dollars ($ 51,397.00) in legally executed warrants of the Owner in progress payments in the manner set forth in the Contract Documents. Said sum represents the base bid together with the following accepted alternates as set forth in the Contractor's accepted bid: Bid B ($41,185.00) Alternate B1 (-$1,200.00), Alternate B2 (+$12,826.00), Alternate B3 (-$2,100.00), Alternate B4 (+$686.00) Total Bid $51,397.00

ARTICLE VI. HOURS OF LABOR

A. General: Eight hours of labor shall constitute a legal day's work upon all work done hereunder and forty hours of labor shall constitute a legal week's work upon all work done hereunder. It is expressly stipulated that no workmen employed at any time by the Contractor or by any subcontractor or sub-subcontractors under this project upon the work or upon any part of the work contemplated by this Contract shall be required or permitted to work thereon more than eight hours in any one calendar day and forty hours in any one calendar week except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein.

B. Reporting: Contractor and any subcontractor or sub-subcontractors under this Contract shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each workman employed in connection with the work or upon any part of the work contemplated by this Contract. The records shall be kept open at all reasonable hours to the inspection of the Owner and to the Division of Labor Law Enforcement.

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C. Penalty: It is further expressly stipulated that for each and every violation of this stipulation said Contractor shall forfeit as a penalty to the Owner Twenty-five Dollars ($25.00) for each workman employed in the execution of this Contract or by any subcontractor under this Contract for each calendar day during which said workman is required or permitted to labor more than eight hours, in any one calendar day and forty hours in any one calendar week, and said labor is in violation of the provisions of said section of the Labor Code.

ARTICLE VII. APPRENTICES

A. Authority to Employ: Properly indentured apprentices may be employed upon this work. In accordance with Section 1777.5 of the Labor Code of California, such apprentices must be in training upon apprenticeship standards and written apprenticeship agreements pursuant to Section 3070, et seq. of the Labor Code of California, and the employment of such apprentices shall be in accordance with the provisions of such apprenticeship standards and apprentice agreements. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed and shall be employed only at the work of the craft or trade to which is indentured.

B. Application for Certificate: If Contractor or any subcontractor under him, in performing any work hereunder employs workmen in any apprenticeable craft or trade, the Contractor and subcontractor pursuant to Labor Code Section 1777.5 shall apply in each such case to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area of the site of the work performed hereunder.

C. Employment of Apprentices: The Contractor or subcontractor, if he is covered by Labor Code Section 1777.5, shall upon the issuance of the approval certificate in each such craft or trade, employ the proper number of apprentices.

D. Contribution to Apprenticeship Program: Contractor or any subcontractor under him, who, in performing any of the work hereunder, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the work performed hereunder, to which fund or funds other contractors in said area are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the work performed hereunder in the same amount or on the same basis and in the same manner as the other contractors do.

E. Discrimination: Contractor and any subcontractor under him, in accordance with Labor Code Section 1777.6 shall not refuse to accept otherwise qualified employees as indentured apprentices on the work to be performed hereunder solely on the ground of the race, creed, national origin or ancestry, or color of such employee.

ARTICLE VIII. TRAVEL AND SUBSISTENCE PAY

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There shall be paid to each workman needed to execute the work to be performed hereunder such travel and subsistence payments as are defined in the applicable collective bargaining agreements filed in accordance with the provisions of Labor Code Section 1773.8. To establish such travel and subsistence payments this section requires the representative of any craft, classification or type of workman needed to execute this Contract, to file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistance payments whenever filed 30 days prior to the call for bids.

ARTICLE IX. DOMESTIC MATERIALS

delete

ARTICLE X. SUBCONTRACTORS

It is hereby understood and agreed that the provisions of the sub-letting and subcontracting Fair Practices Act, Government Code Sections 4100 through 4113 shall be binding upon the parties hereto, and by this reference are deemed incorporated in this agreement to the same effect as if set forth herein in full.

ARTICLE XI. WORKMEN'S COMPENSATION

A. In accordance with the provisions of Section 3700 of the California Labor Code, Contractor will be required to secure the payment of compensation to his employees.

B. Pursuant to the provisions of Labor Code Section 1861, Contractor shall sign and file with the Owner the following certification prior to performing the work of the Contract: "I am aware of the Provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with that Code, and I will comply with such Provisions before commencing the Performance of the work of this Contract."

ARTICLE XII. BONDS

Contractor shall furnish and deliver to Owner for its approval upon the execution of this Construction agreement two good and sufficient bonds issued by a surety company authorized to do business in the State of California and shall maintain such bonds during the entire life of the Construction Agreement. One such bond shall be in the sum of One Hundred Percent (100%) of the contract sum and shall be conditioned for the faithful performance of said Contractor of this agreement according to the terms and Provisions herein. The second bond shall be a labor and materials bond in the sum of not less than one-half of the Contract sum in accordance with and in the form required by Sections 4200 to 4208, inclusive, of the California Government Code. No Pre-Payment or delay in Payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no forebearance on the Part of Owner shall in anyaise affect the obligations of the surety on the bonds, and the surety does hereby waive notice of and consents to any such payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specification and forebearance and said surety does hereby waive to Provisions of Sections 2819 and 2845 of the California Civil Code.

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ARTICLE XIII. PREVAILING WAGES

A. Wage Rates: Pursuant to Section 1773 of the Labor Code of California, the Owner has ascertained the general prevailing rate of Per diem wages and rates for legal holiday and overtime work in the locality in which this work is to be performed for each craft or type of workman or Mechanic needed to execute this contract. The Prevailing rates so determined, which must be complied with as a minimum, are as set forth by the Building and Construction Trades Counce of Sacramento-Yolo Counties.

B. Stipulations: It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to Pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the Contract.

C. Records: The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen, and mechanics employed in connection with the execution of the agreement or any subcontracts thereunder and showing also the actual Per diem wages paid to each of said workers which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents and to the Division of Labor Law Enforcement.

D. Penalty: Pursuant to the provisions of Sections 1770 to 1780, inclusive, of the Labor Code of California, it is hereby agreed and stipulated that Contractor shall forfeit to the Owner as a Penalty, Twenty-five Dollars ($25.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this agreement by him or any subcontractor under him.

E. Unlisted Trades: All skilled labor not listed below that may be employed shall be paid not less than the union wage scale for such labor in the locality where such work is being performed. In case it becomes necessary for the Contractor or any subcontractor to employ on the work under this Contract any Person in the trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum rate is herein specified, the Contractor shall immediately notify the Owner who will promptly thereafter determine the Prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate base thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the Person affected and during the continuance of such employment.

F. Prevailing Rates: The Per diem wage is the hourly wage rate multiplied by the number of hours constituting a working day. The following hourly wage rates are based on an eight hour day, forty hour week, Monday through Friday inclusive with the exception of Painters, whose rates are based on a seven and one-half hour day, thirty-seven and one-half hour week;

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SPECIAL NOTICE:

/ denotes amount of VACATION included in basic wage rate.
+ denotes APPRENTICESHIP TRAINING and/or JOURNEYMAN TRAINING.
++ denotes PROMOTION FUND.
* denotes HOLIDAY PAY.
** denotes HIRING HALL TRUST FUND.
# denotes OCCUPATIONAL HEALTH.
denotes DUES CHECK-OFF.

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	RATE	OVER-TIME	H & W	VACA-TION	PEN-SION	MISC.
Blacksmith-Blacksmith	6.80	13.60	30¢	35¢	55¢	2¢
" Foreman	7.30	14.60				
Bricklayer	6.20	12.40	18¢	40¢	20¢	12¢++
" Foreman (+ 1 hr. straight time per day)						
Carpenter	6.20½	**	35¢	50¢	45¢	2¢+
" Foreman	6.95½	**				
Carpet & Linoleum Layer	6.15	12.30	25¢	50¢	30¢	5¢+
" Foreman	6.525	13.05				
Cement Mason	5.37	*	36¢	50¢	75¢	
" Foreman	5.87	*				
Drywall Installer (Sheetrock)	6.65	13.30	35¢	50¢	45¢	4¢+ 3¢++
Electrician	6.68	13.36	26¢	/(8%)	50¢	4½¢+
" Foreman	7.68	15.36	-(+ International Pension 1%)			

Engineers

Group 1 $6.83
Assistant to Engineer. (Fireman, Oiler, Signalman, Tar Pot Fireman)

Group 2 $6.11
Boom Truck or Dual Purpose A Frame Truck, Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers) (Asst. to Engineer required), Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types), Roller, Self-Propelled Compactor (single engine), Screedman (Barber Greene & similar) (asphaltic concrete paving), Small Rubber Tired Tractors.

	RATE	OVER-TIME	H & W	VACA-TION	PEN-SION	MISC.
Group 3 66.21						
Instrument Man, Journeyman Trainee, Material Hoist (2 or more drums), Mechanical Finishers or Spreader Machine (asphalt) Barker Greene or similar) (Screedman required), Self-Propelled Boom Type Lifting Device (Assistant to Engineer required, except on 10 ton capacity or less), Small Rubber-tired Trenching Machine and similar small equipment (any assistance in the operation if needed shall be performed by an Assistant to Engineer), Small Tractor (with boom), Trenching Machine, Truck Type Loader, Tractors, Dozers, Scrapers, Sheep Foot, self-Propelled compactor with Dozer and Push Cats.						
Glazier	5.85	***	15¢	.46⅔%	25¢	.1⅔%*
Hod Carrier - Brick	5.055	10.11	2½¢	50¢	40¢	2½¢++
" " - Plaster	4.95	9.90	2½¢	50¢	40¢	3¢++
Iron Worker - Ornamental	6.73	13.46	33¢	⅘(25¢)	32½¢	2¢+
" Structural	6.73	13.46				
" Fence Erector	6.53	13.06				
" Reinforcing	6.62	13.24				
" Foreman (+ 45¢ per hr.)						
Laborers	**	***	30¢	40¢	40¢	2¢++
" Foreman	5.35					
" Group 1	4.925					
" Group 2	4.775					
" Group 3	4.675					
Lather	5.75	11.50	2½¢	60¢	20¢	9¢++
" Foreman	6.15	12.30				
Millmen	4.26	*	$22.85 Per mon.	1400 hr. =1wk.	15¢	Micro Fiched
Millwright	6.505	**	35¢	50¢	45¢	2¢+
" Forman	7.255	**				
Painter - Brush	6.07	*****	39¢	40¢	35¢	40¢*
" Spray	6.32	*****				
" Foreman - 3 to 4 men include ½ hr. additional per day.						
Plasterer	5.65	11.30	2½¢	65¢	25¢	9¢+
" Foreman (+ $2.00 per day)						
Plumber-Refrigeration Fitter	7.58	15.16	55¢	⅘(75¢)	65¢	6¢+
" Foreman	8.31	16.62	55¢	⅘(80¢)	65¢	10¢++
						3¢**
Roofer	5.62	***	43¢	50¢	40¢	
" Felt Machine Operator	5.87	***				
" Foreman	6.12	***				
Sheet Metal Worker	6.65	13.30	36¢	60¢	44¢	11¢+
" Foreman (+8%)						
Shinglers (Wood & Comte.)	6.355	**	35¢	50¢	45¢	2¢+
" Foreman	7.105	**				
Steamfitter	7.58	15.16	55¢	⅘(75¢)	65¢	6¢+
						10¢++
						3¢**

Teamsters:.

All Dump Trucks (single or multiple dump units including Semi's and Double and Transfer Units)

	5/1/68	6/1/69	6/1/70
Under 4 yds. (water level)	$4.775	$5.215	$5.675
4 yds. and under 6 yds. (water level)	4.87	5.31	5.77
6 yds. and under 8 yds. (water level)	5.07	5.51	5.97
8 yds. and incl. 13 yds. (water level)	5.31	5.75	6.21

	5/1/68	6/2/69	6/1/70
ALL TRANSIT MIX			
Under 6 yds.	$4.925	$5.365	$5.825
6 yds. and under 8 yds.	5.025	5.465	5.925
8 yds. through 10 yds.	5.125	5.565	6.025

WELFARE BENEFITS

Each Employer covered by this Agreement shall contribute the amounts hereinafter set forth for the purposes for each hour for which an employee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Construction Teamsters Health & Welfare Trust Fund for Northern California.

(*)(**) (A) Hospital, Medical and Surgical Benefits:
32½ cents per hour

(B) Dental Care Benefits:
10 cents per hour

(C) Visual Care Benefits:
4½ cents per hour

(D) Prescription Drug Benefits:
5½ cents per hour

(E) Retired Employees Health & Welfare Benefits:
1 cent per hour

(F) Pensions:
35 cents per hour effective November 1, 1969

VACTION AND HOLIDAYS:
55 cents per hour

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	RATE	OVER-TIME	H & W	VACA-TION	PEN-SION	MISC.
Tile Setter	5.90	11.80	22¢	40¢	25¢	9¢++
Tile Setter HelPer	4.305	8.61	18¢	26¢		10¢##
						9¢++
						5¢##

OVERTIME

Any additional time worked after the regular work day, Saturday, Sunday, and holidays shall be considered overtime and paid for at double the straight time rate unless otherwise specified hereon.

* For the first two hours after the regular work day, overtime shall be paid for at the rate of time and one-half. All additional time worked up to 8:00 a.m., and on Saturday, Sunday and holidays shall be paid for at the double time rate.

** For the first four hours after the regular work day, overtime shall be paid for at the rate of time and one-half. All additional time worked up to 8:00 a.m., and on Saturday, Sunday and holidays shall be paid for at the double time rate.

**** For the first two hours after the first eight hours, Monday through Friday, and the first four hours on Saturday morning in the shop, time and one-half shall be paid. All other overtime shall be double time rate.

***** Any additional time worked after the first eight hours of the regular work day and Saturday shall be paid for at the rate of time and one-half. Sunday and holidays shall be paid for at the double time rate.

****** All working hours beyond the regular work day, Monday through Friday, shall be paid for at the rate of time and one-half, providing no overtime exceeds 4 hours at the time and one-half rate. All work in excess of 4 hours overtime shall be paid at the rate of double time. All work performed on Sunday shall be double time and paid at twice the straight-time rate.

******* Any additional time worked after the first seven hours of the regular work day shall be paid for at the rate of time and one-half. Saturday, Sunday and holidays shall be paid for at the double time rate.

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IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement the day and year first above written.

CONTRACTOR
Zaida Ryan, Dwight C. Benbow,
Robert B. Walker and
Robert J. Clark, DBA:
Park Sheet Metal Works
Firm

5061 - 24th Street
Address

Sacramento, California 95822
City State

By: Robert J. Clark
Authorized Person

Robert J. Clark

OWNER
County of Yolo

County Court House
Address

Woodland, California
City State

FEB 10 1970

By: William E. Duncan
Authorized Agent

William E. Duncan, Chairman
Yolo County Board of Supervisors

Approved as to Form
Dated FEB 2 / 1970
County Counsel of Yolo County

STATE of CALIFORNIA }
COUNTY of YOLO } Micro Fiched

The Foregoing Instrument Is A Correct Copy Of The Original On File In This Office.

ATTEST February 16 1970
CLARENCE P. [illegible]
COUNTY CLERK, EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS
EX-OFFICIO CLERK OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF YOLO
By Pete E. Lucas Deputy

VOL. 937 PAGE 41
OFFICIAL RECORDS
RECORDED AT REQUEST OF
YOLO COUNTY CLERK
FEB 18 1970
At 51 Min. Past 10 O'clock A M
YOLO COUNTY, CALIFORNIA
Recorder
NO CHG.

CONSTRUCTION AGREEMENT

VOL. 938 PAGE 478
OFFICIAL RECORDS
RECORDED AT REQUEST OF
YOLO COUNTY CLERK
MAR 6 1970
At 36 Min. Past 11 O'clock A M
YOLO COUNTY, CALIFORNIA
Recorder
NO CHG.

PAGE 11

BOOK 937 PAGE 51

BOOK 938 PAGE 488

2740

2135

FILED
FEB 10 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70-254

THIS AGREEMENT made and entered into this 9th day of February, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County" and LAUGENOUR AND MEIKLE, licensed engineers, Woodland, California, hereinafter called "Engineer";

W I T N E S S E T H:

WHEREAS, County intends to install street improvements and appurtenances in a proposed Assessment District #112 - Bryte Assessment District No. 2, and

WHEREAS, it is necessary that engineering services be obtained for the preparation of plans and specifications for such work and for related or incidental work thereto.

NOW, THEREFORE, the County and the Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of the County of Yolo and its officers and agents in regard to the said proposed work of construction and perform professional services, as hereinafter provided in this Agreement with respect to the proposed Assessment District #112 - Bryte Assessment District No. 2.

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2. Engineer shall furnish and perform, in a manner satisfactory to County, the following professional services required for the design and construction of street improvements and appurtenances in the proposed Assessment District #112 - Bryte Assessment District No. 2, said services including, but not limited to the following:

A. (1) The general planning of the work including the development of design criteria in accordance with construction and design standards established by the Board of Supervisors of the County of Yolo.

(2) Preliminary layouts.

(3) Final detailed design of all facilities including preparation of drawings and specifications as required

(4) Detailed quantity and cost estimates of the work included.

(5) Consultation and advice during construction, including visits to the construction site and appropriate reports as required by the Department of Public Works.

B. Complete field surveys required for design and construction of facilities as required by the Director of Public Works.

C. Preparation of assessment diagrams and maps and the spreading of assessments, according to benefits, among the various properties involved. The establishment of all property assessments shall be subject to review and approval by County.

3. County shall pay to Engineer as compensation for all such services, a sum determined on the following basis:

A. The fee shall be a sum computed on a per diem basis in accordance with the Rate Schedule attached hereto as "Exhibit A" (and by reference made a part hereof):

4. The compensation provided for in Paragraph 3 above shall be paid to Engineer upon the following basis:

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A. The compensation payable to Engineer set forth in Paragraph 3 above shall be paid to Engineer monthly in accordance with appropriate detailed billings therefor as determined by the Director of Public Works.

5. Engineer shall furnish copies of all plans, specifications, and legal descriptions as may be required by the County for review, without charge.

6. This Agreement may be terminated at any time by County, in which case Engineer shall be paid for all services to date of termination performed under this Agreement.

7. Engineer shall exercise all of the care and judgement consistent with good engineering practices in the performance of its work under this Agreement. In addition, Engineer shall indemnify and hold the County harmless from any claims, liabilities, costs and expense as a result of any injury to persons or property resulting from the performance by Engineer of this Agreement.

8. This Agreement shall not be considered as giving exclusive authority to Engineer for performing all engineering services pertaining to the design of improvements in the proposed assessment district. County may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in Paragraph 2, without any liability or obligation to Engineer.

9. It is understood and agreed that any and all field survey notes, aerial photographs and other data collected and prepared in connection with the project shall become the property of the County as permanent records.

10. Engineer shall complete and present to County for approval final construction drawings and final cost estimate not later than six (6) months from date of contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By W E Duncan
Chairman of the Board of Supervisors, County of Yolo, State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

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By _____, Deputy Clerk
(Seal)

LAUGENOUR AND MEIKLE
Licensed Engineers, Woodland, California

By Kenneth E. Laud
Title: Vice-Pres

LAUGENOUR AND MEIKLE
CIVIL ENGINEERS
WOODLAND

Effective June 1, 1969
thru July 1, 1970

EXHIBIT "A"
RATE SCHEDULE

1969 per Diem Rates

Consultation	$ 25.00 per hr.
Principal Engineer	20.00 per hr.
Map Drafting	11.50 per hr.
Computer	15.00 per hr.
Computer Machine Time	12.00 per hr.
Soils Tester	10.00 plus vehicle charge
4 Man Survey Party (Where Traffic or Safety Conditions Require 4 Men)	39.50 plus vehicle charge
3 Man Survey Party	31.50 plus vehicle charge
2 Man Survey Party	20.50 plus vehicle charge
Vehicle & Equipment	1.50 per hr.. plus mileage at 0.15 per mile over 50 miles per day

REPRODUCTION ITEMS

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Blueprints	$ 0.10 per sq. ft.
Sepia Prints	0.25 per sq. ft.
Mylar Prints	1.00 per sq. ft.
Field Materials	Charged at Cost

FILED

MAY 4 1970

LAURENCE E. HINCHAM, Clerk

By: Barbara Rodgers

APPROVED AS TO FORM BY GENERAL COUNSEL, RAP----8/22/69 - Y - 22315/321-2

AUGUST 16, 1968

C.S.7362

STREET OR HIGHWAY EASEMENT

YOLO COUNTY
AGREEMENT NO. 70-255

This Indenture, made this 9th day of January, 19 70, by and between TRANSPORTATION SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future, railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

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7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within one (1) year from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is understood and agreed that Section 13 to 17, inclusive, on the Insert hereto attached are hereby made parts of this Indenture.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

TRANSPORTATION
SOUTHERN PACIFIC COMPANY

By _____
(Title)

Attest _____
(Title)

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

Attest _____

EXHIBIT "A"

COUNTY ROAD 105 - CROSSING A-79.2

A piece or parcel of land situate, lying and being in Sections 7 and 8, Township 8 North, Range 3 East, Mount Diablo Base and Meridian, County of Yolo, State of California, described as follows:

Beginning at the point of intersection of the section line common to said Sections 7 and 8, with the northerly line of land of Southern Pacific Company; thence south 00°45'00" west along said common line and also said northerly line, 20.26 feet; thence south 81°33'00" west continuing along said northerly line, being parallel with and distant 50.00 feet northerly, measured at right angles, from the original located center line of Southern Pacific Company's main track (Martinez - Davis), 50.65 feet; thence south 0°45'00" west 101.30 feet to a point in the southerly line of said Company's land; thence north 81°33'00" east along said southerly line, being parallel with and distant 50.00 feet southerly, measured at right angles, from said center line, 168.27 feet; thence north 30°03'33" west 129.07 feet to a point in said northerly line; thence south 81°33'00" west along said northerly line, being parallel with and distant 70.00 feet northerly, measured at right angles, from said center line, 50.65 feet to the point of beginning, containing an area of 0.348 of an acre, more or less.

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The above described real property is shown on the print of Railroad's Western Division Drawing S-3535, Sheet No. 1, revised April 9, 1969, attached and made a part hereof.

INSERT

County Road 105, Crossing A-79.2

Swingle, California

13. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two (2) flashing light grade crossing signals equipped with automatic gate arms together with necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals" at said highway. Said signals shall be located approximately as indicated on the attached print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards. Such installation shall include removal of existing crossing signs.

Railroad shall alter, raise and/or relocate Railroad's overhead communication wires, poles, guy wires and appurtenances as necessary to provide proper clearance for the raising and lowering of the said automatic gate arms.

Grantee agrees to reimburse Railroad for fifty percent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals, removal of existing crossing signs and the alteration of raising and/or relocation of Railroad's overhead communication wires, poles, guy wires and appurtenances.

14. Railroad, at its expense, will remove existing grade crossing in the track area and prepare its tracks, including necessary rail change, and the furnishing and installation of timber headers and paving along the rails of the tracks through the existing portion of the crossing area.

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Railroad, at expense of Grantee, shall install timber headers along the rails of each track in the widened portions of the crossing area. Grantee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection therewith.

Grantee, at Grantee's expense, shall furnish and install necessary paving along the rails of the track and between the tracks in the widened portions of the crossing area.

15. Railroad shall submit to Grantee a bill for sixty percent (60%) of its share of the estimated cost to Railroad in performing work for which Grantee is obligated to reimburse Railroad hereunder upon completion of such work which bill Grantee agrees to promptly pay. Should the actual cost prove, upon completion of audit, to be more or less than such estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad, as the case may be.

16. After installation of said signals has been completed, Railroad shall maintain same so long as they remain in place. Cost of maintaining said signals shall be borne and paid for by the parties hereto in accordance with an order or resolution of the Public Utilities Commission apportioning the cost of maintenance; provided, however, that the liability of Grantee to pay its share of said maintenance costs assigned to Grantee by the Public

INSERT
(continued)

Utilities Commission shall be limited to the amount of sums paid to Grantee from funds set aside for allocation to the Public Utilities Commission pursuant to § 1231.1 of the California Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said section shall be governed by any applicable decisions of the California Public Utilities Commission.

17. The work to be performed by the Railroad hereunder shall be commenced as soon as labor and materials are available following execution of this indenture and shall be completed within one (1) year thereafter.

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STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 5th day of March, 1970, before me, William E. Duncan & Laurence P. Henigan, a Notary Public, personally appeared William E. Duncan and Laurence P. Henigan, known to me to be the Chairman and Clerk, respectively, of the Board of Supervisors of the County of Yolo, a political subdivision of the State of California, and known to me to be the persons who executed the within instrument on behalf of said political subdivision and acknowledged to me that such political subdivision executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Micro Fiched

OFFICIAL SEAL
AUDREY J. LUNT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 29, 1973

Audrey J. Lunt
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA, }
City and County of San Francisco } ss.

On this 17th day of April in the year One Thousand Nine Hundred and Sixty Seven before me, John E. Jurgens, a Notary Public in and for the City an County of San Francisco, State of California, personally appeared (65 Market St.) W. M. Jaekle and A. E. Hill, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

JOHN E. JURGENS
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO

My Commission Expires June 13, 1973

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

John E. Jurgens
Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires June 13, 1973

FILED
FEB 10 1970
LAURENCE P. HENIGAN, Clerk
By

RESOLUTION NO. 70-22

(Resolution Authorizing Execution of Street or Highway Easement)

WHEREAS, it is proposed to widen and approve Crossing A-79.2 at Yolo County Road 105; and

WHEREAS, the Southern Pacific Company by a street or highway easement dated January 9, 1970 proposes to grant to the County of Yolo the right to construct, reconstruct, maintain and use a highway upon and across the real property described therein which constitutes said Crossing, to agree to perform certain work in connection therewith, to agree to furnish and to install in connection therewith two flashing light grade crossing signals equipped with automatic gate arms and appurtenant equipment, and to agree to maintain said signals so long as they remain in place, all in return for the promise of the County of Yolo as set forth in said indenture to pay a share of the cost of maintaining said signals; and

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WHEREAS, in the judgment of this Board it appears to be in the best interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo that it hereby approves the terms and conditions of said Street or Highway Easement indenture and that the Chairman and the Clerk of this Board on behalf of the County of Yolo are hereby authorized to execute it in two counterparts.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 9th day of February, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.
NOES: None.
ABSENT: Bell.

ATTEST:

LAURENCE P. HENIGAN
CLERK OF THE BOARD OF SUPERVISORS

Wm. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

FILED
MAR - 2 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodriguez
Deputy

AGREEMENT NO. 70-336

THIS AGREEMENT made and entered into this 16th day of February, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and MAX A. WATERS, M. D., Woodland, California, hereinafter designated as PHYSICIAN,

W I T N E S S E T H:

WHEREAS, COUNTY desires the services of a competent physician and surgeon to provide medical assistance to its County Welfare Director and his staff in administering the various phases of programs of State and Federal medical assistance; and

WHEREAS, PHYSICIAN is well qualified to provide such medical assistance.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, it is understood and agreed by and between the parties hereto as follows:

FIRST: PHYSICIAN agrees, through medical consultations, to assist upon request the County Welfare Director and his staff in administering the various phases of programs of State and Federal medical assistance and such assistance PHYSICIAN shall give the Welfare Director and his staff may include but shall not be limited to the following:

Micro Fiched

1. The determination of disability for the Aid to the Totally Disabled Program and for determining the degree of incapacity of parents in the Aid to Families with Dependent Children Program.

2. The type and amount of services needed to maintain a patient in his own home in preference to institutionalization of such patients.

3. Program interpretation to professional and non-professional persons.

4. Evaluating the adequacy of individual medical-social plans.

5. Detection and solution of local problems in relation to administration of medical assistance programs.

6. Integrating new medical programs with those in existence in the local community.

7. Providing Welfare staff services to local Utilization Review Committees.

8. Development of needed medical services in the community.

9. Training Social Work personnel into the implication of various diagnoses as they relate to individual case plans.

10. Such other matters deemed appropriate by the County Welfare Director.

SECOND: COUNTY agrees to pay PHYSICIAN at the rate of $35.00 per hour for the services rendered by him under this agreement.

THIRD: This agreement shall commence on the 1st day of February, 1970, and shall supercede Yolo County Agreement No. 66-64 between the parties hereto, and may be terminated by either party upon thirty days' written notice of termination.

IN WITNESS WHEREOF, COUNTY has caused this agreement to be executed and its seal to be hereunto affixed by its officers thereunto duly authorized and the PHYSICIAN has executed this agreement by hereunto setting his hand as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

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BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Max A. Waters
MAX A. WATERS, M. D.
PHYSICIAN

International Business Machines Corporation — *Armonk, New York 10504*

Agreement for Purchase of Installed IBM Machines

YOLO COUNTY
AGREEMENT NO. 70-257

XEROX COPY

To: International Business Machines Corporation

Agreement No.: G41066

Branch Office Address:
520 Capitol Mall
Sacramento, California 95814

Br. Off. No.: 374

Customer No.: 99481-00

Name and Address of Purchaser:
County of Yolo
Courthouse
Woodland, California 95695

Effective Date of Quotation: 03-01-70

Quotation Expiration Date: 03-31-70

Effective Date of Purchase: 03-01-70

The Purchaser hereby agrees to purchase and International Business Machines Corporation (IBM) by its acceptance of this Agreement by signature at its Regional Headquarters agrees to sell, on the following terms and conditions, the machines and features listed below (called machine(s)) which are now installed under an Agreement for IBM Machine Service and in the possession of the Purchaser:

Type	Model/ Special Feature	Serial No.	Description	Price
2560	A01	12084	Multi-Function Card Machine	26,032.00
	1575		Card Print-First 2 Lines	

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

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TOTAL 26,032.00

There shall be added to the above prices amounts equal to any taxes however designated, levied or based on such prices or on this Agreement or the machines, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of taxes based on net income. Any personal property taxes assessable on the machines on or after the Effective Date of Purchase shall be borne by the Purchaser.

The above prices are not valid after the Quotation Expiration Date shown above. These prices are subject to change until the Effective Date of Purchase. Thereafter, these prices are subject to verification and correction if necessary by IBM at its Regional Headquarters prior to acceptance. The Effective Date of Purch se shall be the later of the Effective Date of Quotation or the date on which this Agreement in its present form, signed by the Purchaser and accompanied by payment in full of the above total amount, or the down payment and an Installment Payment Agreement, approved for this purchase, is received by IBM at its Branch Office address shown above, provided that such receipt is not later than the Quotation Expiration Date. The machines will be discontinued under the Agreement for IBM Machine Service between IBM and the Purchaser as of the day immediately preceding the Effective Date of Purchase.

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

Terms and Conditions of Purchase

Terms

Payment in full must be submitted to IBM with this Agreement, unless this purchase is also the subject of an Installment Payment Agreement approved for this purchase, in which case, an Installment Payment Agreement, signed by the Purchaser, and the down payment thereunder must be submitted to IBM with this Agreement.

Price

The prices stated herein are exclusive of any charges which are due or may become due from the Purchaser under any Agreement for IBM Machine Service relating to the machines.

Title

Title to each of the machines shall pass to the Purchaser on the Effective Date of Purchase subject to acceptance of this Agreement by IBM.

Risk of Loss

IBM and its insurers, if any, relieve the Purchaser of responsibility up to and including the Effective Date of Purchase for all risks of loss or damage to the machines, including Purchaser's negligence, except for responsibility for loss or damage due to nuclear reaction, nuclear radiation or radioactive contamination caused by the Purchaser. After the Effective Date of Purchase, the risk of loss or damage shall be on the Purchaser.

Warranty

The Purchaser will be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods and office procedures, and for establishing all proper check points necessary for the intended use of the machines. The Purchaser agrees that IBM will not be liable for any damages caused by the Purchaser's failure to fulfill these responsibilities. The following Warranties shall apply to the machines described herein.

I. Service and Parts

With respect to machines which have been installed for less than ninety days: IBM will maintain each of the machines in good working order for a period of ninety days from the date of installation at no charge to the Purchaser. At the Purchaser's request, IBM will make all necessary adjustments, repairs and parts replacements. All replaced parts will become the property of IBM on an exchange basis.

Service pursuant to this Warranty as required at any time will normally be furnished by IBM's nearest Branch Office or resident location. IBM shall have full and free access to the machines to perform this service. Expenses of IBM's Customer Engineers for travel of more than fifteen (15) miles between the Purchaser's location and IBM's nearest point of service will be charged to the Purchaser. Service outside the scope of this Warranty will be furnished at IBM's established rates and terms then in effect.

II. Parts

With respect to machines which have been installed for less than one year: IBM warrants the machines (excluding vacuum tubes and solid state and other electronic devices which are warranted for ninety days) to be free from defects in material and workmanship for a period of one year from the date of such installation. IBM's obligation is limited to furnishing on an exchange basis replacements for parts which have been promptly reported by the Purchaser as having been, in his opinion, defective and are so found by IBM upon inspection.

III. Limitations

The foregoing Warranties will not apply if adjustment, repair or parts replacement is required because of accident, neglect, misuse, failure of electric power, air conditioning, humidity control, transportation or causes other than ordinary use. IBM shall not be responsible for failure to provide service or parts due to causes beyond its control. IBM shall not be required to adjust or repair any machine or part if it would be impractical to do so because of alterations in the machine or its connection by mechanical or electrical means to another machine or device, or if the machine is located outside the United States, Puerto Rico or Canal Zone. IBM will not be liable for personal injury or property damage except personal injury or property damage caused by IBM's negligence. IBM shall in no event have obligations or liabilities for consequential damages.

With respect to machines which have been installed for more than one year: the Purchaser agrees to purchase the machines as is with all faults.

The foregoing Warranties and Limitations are exclusive remedies and are in lieu of all other warranties express or implied, including but not limited to the implied warranty of merchantability.

Maintenance Service and Parts

IBM will, if requested, provide the Purchaser with maintenance service for the machines, and repair or replacement parts, as long as they are generally available, on the basis of IBM's established prices and terms prevailing at the time.

Additional Features

Additional features which are field installable may be ordered in writing by the Purchaser under this Agreement, at any time after its acceptance by IBM, for installation in the machines subject to the then prevailing prices and terms and conditions. The warranties on such features will be limited to the unexpired warranties and limitations, if any, provided by IBM on the machines in which such features are installed, provided however, that the prevailing parts warranty, if any, and limitations shall apply to such features for ninety days at the Purchaser's option.

Accessories, Engineering Changes, Cards, Tapes and Supplies

The Purchaser agrees that IBM may make alterations, at its own expense, to the above machines after the Effective Date of Purchase in order to make the machines conform to the machine descriptions set forth above. Such alterations will be performed on a mutually agreed to schedule during IBM's normal working hours.

IBM will, upon request, furnish to the Purchaser, at IBM's established prices and terms prevailing at the time, any machines, attachments, features and engineering changes as IBM shall have available for sale and which may be suitable for use on, or in connection with, the machines. But IBM makes no representation that such machines, attachments, features or engineering changes which may be announced in the future, will be suitable for use on, or in connection with, these machines. IBM will also furnish to the Purchaser, upon request, at IBM's established prices and terms prevailing at the time, cards, tapes and other supplies used in the operation of the machines, as long as IBM has them available for sale.

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Patent Indemnity

IBM will defend, at its own expense, any action brought against the Purchaser, to the extent that it is based on a claim that the machines supplied by IBM infringe a United States patent, and IBM will pay those costs and damages finally awarded against the Purchaser in any such action which are

attributable to any such claim, but such defense and payments are conditioned on the following: (i) that IBM shall be notified promptly in writing by the Purchaser of any notice of such claim; and (ii) that IBM shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (iii) should the machines become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a United States patent that the Purchaser shall permit IBM, at its option and expense, either to procure for the Purchaser the right to continue using the machines, to replace or modify the same so that they become noninfringing, or to grant the Purchaser a credit for such machines as depreciated and accept their return. The depreciation shall be an equal amount per year over the lifetime of the machines as established by IBM.

IBM shall have no liability to Purchaser under any provision of this clause with respect to any claim of patent infringement which is based upon the combination of machines furnished hereunder with machines or devices not made by IBM. The foregoing states the entire liability of IBM with respect to infringement of patents by the machines or any parts thereof.

General

This Agreement is not assignable without written permission from IBM; any attempt to assign any rights, duties or obligations which arise under this Agreement without such permission shall be void.

This Agreement shall be governed by the laws of the State of New York, and constitutes the complete and exclusive statement of the agreement between the Purchaser and IBM *with respect to the purchase and sale of the machines and no representation or statement not contained in this Agreement shall be binding upon* IBM *as a warranty or otherwise.* The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Purchaser for the machines.

Feb 10 9 38 AM '69
RECD IBM
SACRAMENTO CEN

Received by IBM at: Sacramento, California

Date: February 26, 1970

IBM Branch Manager

Accepted by:
International Business Machines Corporation

By: J. S. Myers

Date: 3-25-70

County of Yolo
Purchaser

By: W. E. Thomas 2/18/70

Chairman of the Board
Officer's Title

Date:

SEAL

International Business Machines Corporation — *Armonk, New York 10504*

Installment Payment Agreement
(State and Local Government)

YOLO COUNTY
AGREEMENT NO. 70-258

To: International Business Machines Corporation

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By Barbara Rodriguez, Deputy

Agreement No. G41067

Branch Office Address:
520 Capitol Mall
Sacramento, California 95814

Br. Off. No.: 374

Name and Address of Purchaser:
County of Yolo
Courthouse
Woodland, California 95695

Customer No.: 99481-00

XEROX COPY

G41066

This Installment Payment Agreement supplements and amends Agreement No. , dated , 19 , between International Business Machines Corporation (hereinafter called IBM) and the above-named Purchaser with respect to the following IBM machines and features (hereinafter collectively called the machines) referred to in said Agreement:

Type	Model	Description	Quantity	Unit Price	Amount
2560	A01	MULTI-FUNCTION CARD MACHINE	1		26,032.00
				TOTAL	26,032.00

Terms and Conditions

1. Cash Price (if this were a cash sale)	$ 26,032.00
2. Cash Down Payment	$ 0.0
3. Unpaid Cash Price (Item 1 minus Item 2)	$ 26,032.00
4. Interest	$ 2,639.66
5. Contract Time Balance (Sum of Items 3 and 4)	$ 28,671.66
6. Deposit	$ 1,301.60
7. Interest on Deposit	$ 276.59
8. Net Contract Time Balance (Item 5 minus Items 6 and 7)	$ 27,093.47
9. Insurance Charges	$ None
10. Official Fees (Filing or Recording)	$ None
11. State and Local Taxes (if applicable)	$ 1,301.60
12. Total Cash Payment (Sum of Items 2, 6 and XX)	$ 1,301.60
13. Total Time Sale Price (Sum of Items 8 and 12) and 11	$ 29,696.67

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

120-1256-1

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The Purchaser promises to pay in full the Total Cash Payment consisting of the Down Payment, Deposit and taxes (if applicable) (a) upon the date of installation of the machines or (b) with respect to installed machines, on the effective date of the purchase, and to pay the Net Contract Time Balance in consecutive Periodic Payments including Interest for the Fiscal Periods as set forth below:

	PAYMENT PLAN I		PAYMENT PLAN II		
Fiscal Period	(Annual) (Biennial) Periodic Payment	Interest (Included in Payment)	Monthly Payment	Total of Monthly Payments for Fiscal Period	Total Interest for Fiscal Period (Included in Payments)
1	1,709.95	408.35			
2	6,138.11	929.71			
3	5,888.19	681.79			
4	5,640.27	433.87			
5	5,392.34	185.94			
6	2,326.61	0.0			

* Payment/payments have been reduced by application of deposit and simple interest accrued thereon at 5% per annum as set forth in attached Worksheet.

The Deposit does not reduce the Unpaid Cash Price until such time as it is applied as indicated in the attached Worksheet. The Unpaid Cash Price at the beginning of the first fiscal period is 90% of the Cash Price, not 85% of this amount.

The Periodic Payment for Period 1 is due with respect to new machines on the first business day of the month following the month of installation and with respect to installed machines on the first business day of the month following the month of effective purchase, and the Periodic Payments for Periods 2 through six are due on the first business day of each succeeding Fiscal Period. If Payment Plan I has been chosen, payments must be made in full on the due dates. If Payment Plan II has been chosen, payments must be made in equal consecutive monthly installments, beginning on the due dates and continuing on the corresponding day of each month of the Fiscal Period until fully paid. Payments include interest in the appropriate amount indicated above.

All remittances are to be made at 520 Capitol Mall, Sacramento, California 95814.

Notwithstanding the foregoing, if the legislative body appropriating funds for the Purchaser does not allocate funds for such Periodic Payment for any future Fiscal Period, the Purchaser will not be obligated to pay the Net Contract Time Balance remaining unpaid beyond the then current Fiscal Period. The Purchaser agrees to notify IBM of such nonallocation at the earliest possible time, by a letter directed to Branch Manager, IBM Corporation, 520 Capitol Mall, Sacramento, Calif 95814.

Title to the machines and any replacements and additions shall remain in IBM and assigns until the Total Time Sale Price is fully paid. In the event that funds are not allocated as provided above, and the Purchaser is unable to make further payments under this contract beyond the then current Fiscal Period, IBM will, within a reasonable time after the end of such Period, enter and take the machines from Purchaser's premises and will retain all sums previously paid by Purchaser to IBM, consisting of the Cash Down Payment, Deposit (including accrued interest) and Periodic Payments; provided, however, that upon Purchaser's request, Purchaser may retain the machines during a reasonable conversion period agreed to by IBM at then current rental charges, beginning on the first day following the last Fiscal Period for which payment has been made hereunder. If the machines, at the time of repossession by IBM, are not in average good condition and appearance for machines of their age and type, fully operational and in good working order, ordinary wear and tear excepted, the Purchaser shall reimburse IBM for the actual time and materials, at IBM's then current rates, expended by IBM to restore the machines to such condition.

The machines shall remain personal property, not become part of the freehold, and be kept at No. Courthouse (Street Address), Woodland (City), Yolo (County), California (State).

General

The Purchaser having been offered the choice of purchasing at the foregoing Cash Price (plus applicable taxes) or at the Total Time Sale Price, has elected to purchase at such Total Time Sale Price.

Any credits issued for the delivery of trade-in machines to IBM by the Purchaser, or credits accrued by the Purchaser under IBM's Option to Purchase Plan for installed rental machines to be purchased under this Agreement, may be applied against the Down Payment.

This Installment Payment Agreement is not assignable by the Purchaser; none of the machines may be leased, assigned or transferred by the Purchaser. Any attempted assignment or

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transfer by the Purchaser of any of the rights, duties or obligations of this Installment Payment Agreement will be a breach of this contract and will result in termination of the Agreement and repossession of the machines by IBM, with all monies paid to be considered partial compensation for machine use to the date of such repossession.

The Purchaser agrees to assume full responsibility for all taxes and other charges payable in connection with this Agreement and to pay them promptly to the governmental body or agency which levies or assesses such taxes or charges; except that any taxes which the assessing body or agency is not empowered to collect from the Purchaser must be paid to IBM in full on the date of installation of new machines and/or the effective date of purchase of installed machines.

The Purchaser agrees to pay reasonable attorney's fees for enforcing rights after the Purchaser's default; and to satisfy all liens against the machines. Time is of the essence; if any of the Purchaser's payments are not paid promptly when due or if the machines or any of them, be removed, destroyed, or encumbered, or if the Purchaser assigns or disposes of any legal or equitable right, interest, property or special property right in the machines, or any of them, this Agreement will have been breached and IBM will:

(1) retain all monies paid by Purchaser, which will be considered as partial compensation for machine use;

(2) take the machines from Purchaser's premises (and the machines may be sold with or without notice at private sale or at public sale, with or without having the machines at the sale, at which sale IBM or assigns may purchase) and

(3) pursue any other remedy permitted by law.

Waiver of any default shall not be a waiver of any other default; all of IBM's rights hereunder are cumulative and not alternative.

If the unit price for any machine is adjusted as provided in the Agreement herein referred to, Items No. 1 through No. 13 on the face hereof and the payments herein agreed to be paid shall be adjusted and this Installment Payment Agreement shall be amended accordingly.

The Purchaser agrees to procure and maintain fire insurance with extended coverage on the machines for the full insurable value thereof for the life of this Installment Payment Agreement, the policy for such insurance being endorsed to show loss payable to IBM and assigns as respective interests may appear. Failure by the Purchaser to obtain such insurance will be deemed a default. Upon request a certificate of such insurance will be furnished to IBM or assigns.

If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.

This Installment Payment Agreement and its attached Worksheet and the Agreement herein referred to relating to the purchase by the Purchaser of the machines constitute a single agreement and the entire agreement between the Purchaser and IBM with respect to the purchase and sale of, and terms of payment for, the machines listed in the said Agreement. The terms and conditions of this Installment Payment Agreement shall prevail notwithstanding any variance with the terms and conditions of the said Agreement.

NOTICE TO THE PURCHASER

1. Do not sign this contract before you read it or if it contains any blank spaces.

2. You are entitled to an exact copy of the contract you sign.

3. You have the right to pay off in advance the full amount due and to obtain a partial refund of the charge for interest.

THE PURCHASER ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS AGREEMENT AND THE ATTACHED WORKSHEET, AND THE AGREEMENT HEREIN REFERRED TO.

FEB 10 9 39 AM '70
RECD-IBM
SACRAMENTO

Received by IBM at Sacramento, California

Date February 26, 1970

Robert A Dayle
IBM Branch Manager

Accepted by:

International Business Machines Corporation

By J E Myers

Date 3-26-70

R D Adams
Witness to Seller's Signature

W K Best
Witness to Seller's Signature

By County of Yolo
Purchaser

W E Kennan 2/18/70
Officer's Title

Date Chairman of the Board

Witness to Purchaser's Signature (SEAL)

Witness to Purchaser's Signature

Micro Fiched

IBM

State and Local Government Installment Payment Plan – Worksheet I

Biennial ☐ Annual ☒

Equipment Type 2560-12084

County of Yolo (Account Name) | 99481-00 (Number)

Purchase Price $ 32,935.00
Down Payment — 10% Minimum $ 6,903.00
Total Principal to be Retired (P) $ 26,032.00
Deposit (5% of Purchase Price) (D) $ 1,301.60
Number of Months in Entire Plan (M) 60
Number of Complete Months in Beginning Fiscal Period (b) 3
Number of Complete Months in Each Complete Fiscal Period (n) 12
Number of Complete Months in Ending Fiscal Period (e) 9
Number of Complete Fiscal Periods (N) 4

To Compute Column A

Beginning Fiscal Period = $\frac{b}{M} \times P =$ $ 1,301.60

Each Complete Fiscal Period = $\frac{n}{M} \times P =$ $ 5,206.40

Ending Fiscal Period = $\frac{e}{M} \times P =$ $ 3,904.80

FISCAL PERIOD	NO. OF MOS.	A PRINCIPAL TO BE RETIRED DURING FISCAL PERIOD	B OUTSTANDING BALANCE FOR FISCAL PERIOD	C FACTOR — TABLE I	D INTEREST ON OUTSTANDING BALANCE (B X C)	E †INTEREST — MONTH OF DOWN PAYMENT AND DEPOSIT	F TOTAL ANNUAL OR BIENNIAL PAYMENT (A + D + E)
04-01-70 TO 06-30-70	3	1,301.60	24,730.40	.01234568	305.31	103.04	1,709.95
07-01-70 TO 06-30-71	12	5,206.40	19,524.00	.04761905	929.71		6,136.11
07-01-71 TO 06-30-72	12.	5,206.40	14,317.60	.04761905	681.79		5,888.19
07-01-72 TO 06-30-73	12	5,206.40	9,111.20	.04761905	433.87		5,640.27
07-01-73 TO 06-30-74	12	5,206.40	3,904.80	.04761905	185.94		5,392.34
07-01-74 TO 03-31-75	9	2,326.61					2,326.61

†For the Month of Down Payment and Deposit only, the interest owed on (P) for that month is offset by the interest on (D) for that same month.

Micro Fiched

International Business Machines Corporation — *Armonk, New York 10504*

Amendment to Installment Payment Agreement

(State and Local Government—California)

YOLO COUNTY
AGREEMENT NO. 70-259

To: International Business Machines Corporation

Reference: Agreement No.: 643068

Branch Office Address:
520 Capitol Mall
Sacramento, California 95814

Br. Off. No.: 374

Customer No.: 99481-00

XEROX COPY

Name and Address of Purchaser:

County of Yolo
Courthouse
Woodland, California 95695

This Amendment supplements and amends Agreement No. dated 19 , between International Business Machines Corporation (IBM) and the above named Purchaser with respect to the payment of State of California sales taxes. Such taxes will be paid by the Purchaser over the term of the Agreement as follows:

1. The amount of tax applicable to the Down Payment will be paid together with the Down Payment and Deposit.
2. The amount of tax applicable to each Periodic Payment will be paid together with each Periodic Payment, in accordance with the attached Revised Payment Plan.
3. In the event the Purchaser elects to pay the remaining balance due in advance, thereby completing the Agreement, the amount of tax applicable to that payment will be paid together with that final payment.

Revised Payment Plan I

Fiscal Period	Total (Annual) (Biennial) Periodic Payment	(Included in Total Periodic Payment) Principal	Interest	Taxes
1	1,775.03	1,301.60	408.35	65.08
2	6,396.43	5,206.40	929.71	260.32
3	6,148.51	5,206.40	681.79	260.32
4	5,900.59	5,206.40	433.87	260.32
5	5,652.66	5,206.40	185.94	260.32
6	2,521.85	2,376.61 3,904.80	0.0	195.24

Revised Payment Plan II

Fiscal Period	Total Monthly Payment	(Included in Total Monthly Payment) Principal	Interest	Taxes	Total of Monthly Payments for Fiscal Period
1					
2					
3					
4					
5					
6					

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

* Payment/payments have been reduced by application of deposit and simple interest accrued thereon at 5% per annum as set forth in attached Worksheet. Sales taxes applicable to this period are based on the gross payment before application of deposit and interest.

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

120-1990-0 (U/K 001)

Feb 10 9 40 AM '70
RECEIVED
SACRAMENTO GEN

Micro Fiched

Received by IBM at Sacramento, California

Date February 26, 1970

Edward B. Sayles
IBM Branch Manager

Accepted by:

International Business Machines Corporation

By J. F. Myers

Date 3-2-70

R Addison
Witness to Seller's Signature

W K Bell
Witness to Seller's Signature

Micro Fiched

By W. E. Duncan 2/18/70
Purchaser

Chairman of the Board
Officer's Title

Date (SEAL)

Witness to Purchaser's Signature

Witness to Purchaser's Signature

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT No. 70-260

(Amendment to Agreement for Purchase of Installed IBM Machines, Installment Payment Agreement, and Amendment to Installment Payment Agreement)

XEROX COPY
Micro Fiched

THIS AMENDMENT supplements and amends the Agreement for Purchase of Installed IBM Machines, Installment Payment Agreement, and Amendment to Installment Payment Agreement between INTERNATIONAL BUSINESS MACHINES CORPORATION, and the COUNTY OF YOLO, all dated MARCH 20, 1970.

Notwithstanding any of the provisions or terminology to the contrary contained in the above referenced agreements, the transaction shall be deemed to be an agreement for the furnishing of the machines described therein to the County of Yolo by IBM for the fiscal periods described therein; and each periodic payment shall be deemed to be made in consideration for the possession and use of the machines for the fiscal period for which it shall be made. Upon payment of the final sum by the County as provided for in said installment payment agreement, title to the machines shall pass to the County of Yolo as provided therein.

FEB 19 9 40 AM '70
HEDDENDAVIS
McCLURE

Received by IBM at Sacramento, Calif

Date February 26, 1970

Robert A. Gayle
IBM Branch Manager

Accepted by:

INTERNATIONAL BUSINESS MACHINES CORPORATION

BY W. E. Duncan
Purchaser

BY J. E. Myers

Chairman of the Board
Officer's Title (SEAL)

Date 3-2-70

Date 2-18-70

M T Duncan
Witness to Officer's Signature

Witness to Purchaser's Signature

W M Kaad
Witness to Officer's Signature

Witness to Purchaser's Signature

International Business Machines Corporation

Armonk, New York 10501

Agreement for Purchase of Installed IBM Machines

YOLO COUNTY
AGREEMENT NO. 70-261

To: International Business Machines Corporation

Agreement No.: G41063

Branch Office Address:

520 Capitol Mall
Sacramento, California 95814

Br. Off. No.: 374

Customer No.: 99481-00

Name and Address of Purchaser:

County of Yolo
Courthouse
Woodland, California 95695

Effective Date of Quotation: 03-01-70

Quotation Expiration Date: 03-31-70

Effective Date of Purchase: 03-01-70

XEROX COPY

The Purchaser hereby agrees to purchase and International Business Machines Corporation (IBM) by its acceptance of this Agreement by signature at its Regional Headquarters agrees to sell, on the following terms and conditions, the machines and features listed below (called machine(s)) which are now installed under an Agreement for IBM Machine Service and in the possession of the Purchaser:

Type	Model/ Special Feature	Serial No.	Description	Price
2203	A01	21649	Printer	15,970.00

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

TOTAL 15,970.00

There shall be added to the above prices amounts equal to any taxes however designated, levied or based on such prices or on this Agreement or the machines, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of taxes based on net income. Any personal property taxes assessable on the machines on or after the Effective Date of Purchase shall be borne by the Purchaser.

The above prices are not valid after the Quotation Expiration Date shown above. These prices are subject to change until the Effective Date of Purchase. Thereafter, these prices are subject to verification and correction if necessary by IBM at its Regional Headquarters prior to acceptance. The Effective Date of Purchase shall be the later of the Effective Date of Quotation or the date on which this Agreement in its present form, signed by the Purchaser and accompanied by payment in full of the above total amount, or the down payment and an Installment Payment Agreement, approved for this purchase, is received by IBM at its Branch Office address shown above, provided that such receipt is not later than the Quotation Expiration Date. The machines will be discontinued under the Agreement for IBM Machine Service between IBM and the Purchaser as of the day immediately preceding the Effective Date of Purchase.

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

Terms and Conditions of Purchase

Terms

Payment in full must be submitted to IBM with this Agreement, unless this purchase is also the subject of an Installment Payment Agreement approved for this purchase, in which case, an Installment Payment Agreement, signed by the Purchaser, and the down payment thereunder must be submitted to IBM with this Agreement.

Price

The prices stated herein are exclusive of any charges which are due or may become due from the Purchaser under any Agreement for IBM Machine Service relating to the machines.

Title

Title to each of the machines shall pass to the Purchaser on the Effective Date of Purchase subject to acceptance of this Agreement by IBM.

Risk of Loss

IBM and its insurers, if any, relieve the Purchaser of responsibility up to and including the Effective Date of Purchase for all risks of loss or damage to the machines, including Purchaser's negligence, except for responsibility for loss or damage due to nuclear reaction, nuclear radiation or radioactive contamination caused by the Purchaser. After the Effective Date of Purchase, the risk of loss or damage shall be on the Purchaser.

Warranty

The Purchaser will be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods and office procedures, and for establishing all proper check points necessary for the intended use of the machines. The Purchaser agrees that IBM will not be liable for any damages caused by the Purchaser's failure to fulfill these responsibilities. The following Warranties shall apply to the machines described herein.

I. Service and Parts

With respect to machines which have been installed for less than ninety days: IBM will maintain each of the machines in good working order for a period of ninety days from the date of installation at no charge to the Purchaser. At the Purchaser's request, IBM will make all necessary adjustments, repairs and parts replacements. All replaced parts will become the property of IBM on an exchange basis.

Service pursuant to this Warranty as required at any time will normally be furnished by IBM's nearest Branch Office or resident location. IBM shall have full and free access to the machines to perform this service. Expenses of IBM's Customer Engineers for travel of more than fifteen (15) miles between the Purchaser's location and IBM's nearest point of service will be charged to the Purchaser. Service outside the scope of this Warranty will be furnished at IBM's established rates and terms then in effect.

II. Parts

With respect to machines which have been installed for less than one year: IBM warrants the machines (excluding vacuum tubes and solid state and other electronic devices which are warranted for ninety days) to be free from defects in material and workmanship for a period of one year from the date of such installation. IBM's obligation is limited to furnishing on an exchange basis replacements for parts which have been promptly reported by the Purchaser as having been, in his opinion, defective and are so found by IBM upon inspection.

III. Limitations

The foregoing Warranties will not apply if adjustment, repair or parts replacement is required because of accident, neglect, misuse, failure of electric power, air conditioning, humidity control, transportation or causes other than ordinary use. IBM shall not be responsible for failure to provide service or parts due to causes beyond its control. IBM shall not be required to adjust or repair any machine or part if it would be impractical to do so because of alterations in the machine or its connection by mechanical or electrical means to another machine or device, or if the machine is located outside the United States, Puerto Rico or Canal Zone. IBM will not be liable for personal injury or property damage except personal injury or property damage caused by IBM's negligence. IBM shall in no event have obligations or liabilities for consequential damages.

With respect to machines which have been installed for more than one year: the Purchaser agrees to purchase the machines as is with all faults.

The foregoing Warranties and Limitations are exclusive remedies and are in lieu of all other warranties express or implied, including but not limited to the implied warranty of merchantability.

Maintenance Service and Parts

IBM will, if requested, provide the Purchaser with maintenance service for the machines, and repair or replacement parts, as long as they are generally available, on the basis of IBM's established prices and terms prevailing at the time.

Micro Fiched

Additional Features

Additional features which are field installable may be ordered in writing by the Purchaser under this Agreement, at any time after its acceptance by IBM, for installation in the machines subject to the then prevailing prices and terms and conditions. The warranties on such features will be limited to the unexpired warranties and limitations, if any, provided by IBM on the machines in which such features are installed, provided however, that the prevailing parts warranty, if any, and limitations shall apply to such features for ninety days at the Purchaser's option.

Accessories, Engineering Changes, Cards, Tapes and Supplies

The Purchaser agrees that IBM may make alterations, at its own expense, to the above machines after the Effective Date of Purchase in order to make the machines conform to the machine descriptions set forth above. Such alterations will be performed on a mutually agreed to schedule during IBM's normal working hours.

IBM will, upon request, furnish to the Purchaser, at IBM's established prices and terms prevailing at the time, any machines, attachments, features and engineering changes as IBM shall have available for sale and which may be suitable for use on, or in connection with, the machines. But IBM makes no representation that such machines, attachments, features or engineering changes which may be announced in the future, will be suitable for use on, or in connection with, these machines. IBM will also furnish to the Purchaser, upon request, at IBM's established prices and terms prevailing at the time, cards, tapes and other supplies used in the operation of the machines, as long as IBM has them available for sale.

Patent Indemnity

IBM will defend, at its own expense, any action brought against the Purchaser, to the extent that it is based on a claim that the machines supplied by IBM infringe a United States patent, and IBM will pay those costs and damages finally awarded against the Purchaser in any such action which are

attributable to any such claim, but such defense and payments are conditioned on the following: (i) that IBM shall be notified promptly in writing by the Purchaser of any notice of such claim; and (ii) that IBM shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (iii) should the machines become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a United States patent that the Purchaser shall permit IBM, at its option and expense, either to procure for the Purchaser the right to continue using the machines, to replace or modify the same so that they become noninfringing, or to grant the Purchaser a credit for such machines as depreciated and accept their return. The depreciation shall be an equal amount per year over the lifetime of the machines as established by IBM.

IBM shall have no liability to Purchaser under any provision of this clause with respect to any claim of patent infringement which is based upon the combination of machines furnished hereunder with machines or devices not made by IBM. The foregoing states the entire liability of IBM with respect to infringement of patents by the machines or any parts thereof.

General

This Agreement is not assignable without written permission from IBM; any attempt to assign any rights, duties or obligations which arise under this Agreement without such permission shall be void.

This Agreement shall be governed by the laws of the State of New York, and constitutes the complete and exclusive statement of the agreement between the Purchaser and IBM *with respect to the purchase and sale of the machines and no representation or statement not contained in this Agreement shall be binding upon* IBM *as a warranty or otherwise.* The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Purchaser for the machines.

FEB 19 9 33 AM '69
RECD-IBM
SACRAMENTO CEM

Micro Fiched

Received by IBM at Sacramento, California

Date February 26, 1970

IBM Branch Manager

Accepted by:
International Business Machines Corporation

By

Date 3-20-70

County of Yolo
Purchaser

By

Chairman of the Board
Officer's Title

(SEAL)

Date 2-18-70

International Business Machines Corporation — *Armonk, New York 10501*

Installment Payment Agreement
(State and Local Government)

YOLO COUNTY
AGREEMENT NO. 70-262

To: International Business Machines Corporation

Branch Office Address:
520 Capitol Mall
Sacramento, California 95814

Agreement No.: 641064

Br. Off. No.: 374

Name and Address of Purchaser:

Customer No.: 99481-00

XEROX COPY

County of Yolo
Courthouse
Woodland, California 95695

641063

This Installment Payment Agreement supplements and amends Agreement No. , dated , 19 , between International Business Machines Corporation (hereinafter called IBM) and the above-named Purchaser with respect to the following IBM machines and features (hereinafter collectively called the machines) referred to in said Agreement:

Type	Model	Description	Quantity	Unit Price	Amount
2203	A01	PRINTER	1		15,970.00

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

Micro Fiched

TOTAL 15,970.00

Terms and Conditions

1. Cash Price (if this were a cash sale)	$ 15,970.00
2. Cash Down Payment	$ 0.0
3. Unpaid Cash Price (Item 1 minus Item 2)	$ 15,970.00
4. Interest	$ 1,619.37
5. Contract Time Balance (Sum of Items 3 and 4)	$ 17,589.37
6. Deposit	$ 798.50
7. Interest on Deposit	$ 169.68
8. Net Contract Time Balance (Item 5 minus Items 6 and 7)	$ 16,621.19
9. Insurance Charges	$ None
10. Official Fees (Filing or Recording)	$ None
11. State and Local Taxes (if applicable)	$ 798.50
12. Total Cash Payment (Sum of Items 2, 6 and 11)	$ 798.50
13. Total Time Sale Price (Sum of Items 8 and 12) and 11	$ 18,218.19

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

120-1233-1

The Purchaser promises to pay in full the Total Cash Payment consisting of the Down Payment, Deposit and taxes (if applicable) (a) upon the date of installation of the machines or (b) with respect to installed machines, on the effective date of the purchase, and to pay the Net Contract Time Balance in consecutive Periodic Payments including Interest for the Fiscal Periods as set forth below:

	PAYMENT PLAN I		PAYMENT PLAN II		
Fiscal Period	(Annual) (Biennial) Periodic Payment	Interest (Included in Payment)	Monthly Payment	Total of Monthly Payments for Fiscal Period	Total Interest for Fiscal Period (Included in Payments)
1	1,049.01	250.51			
2	3,764.36	570.36			
3	3,612.76	418.26			
4	3,460.17	266.17			
5	3,308.07	114.07			
6	1,427.32	0.0			

* Payment/payments have been reduced by application of deposit and simple interest accrued thereon at 5% per annum as set forth in attached Worksheet.

Micro Fiched

The Deposit does not reduce the Unpaid Cash Price until such time as it is applied as indicated in the attached Worksheet. The Unpaid Cash Price at the beginning of the first fiscal period is 90% of the Cash Price, not 85% of this amount.

The Periodic Payment for Period 1 is due with respect to new machines on the first business day of the month following the month of installation and with respect to installed machines on the first business day of the month following the month of effective purchase, and the Periodic Payments for Periods 2 through six are due on the first business day of each succeeding Fiscal Period. If Payment Plan I has been chosen, payments must be made in full on the due dates. If Payment Plan II has been chosen, payments must be made in equal consecutive monthly installments, beginning on the due dates and continuing on the corresponding day of each month of the Fiscal Period until fully paid. Payments include interest in the appropriate amount indicated above.

All remittances are to be made at 520 Capitol Mall, Sacramento, California 95814.

Notwithstanding the foregoing, if the legislative body appropriating funds for the Purchaser does not allocate funds for such Periodic Payment for any future Fiscal Period, the Purchaser will not be obligated to pay the Net Contract Time Balance remaining unpaid beyond the then current Fiscal Period. The Purchaser agrees to notify IBM of such nonallocation at the earliest possible time, by a letter directed to Branch Manager, IBM Corporation, 520 Capitol Mall, Sacramento, Calif 95814

Title to the machines and any replacements and additions shall remain in IBM and assigns until the Total Time Sale Price is fully paid. In the event that funds are not allocated as provided above, and the Purchaser is unable to make further payments under this contract beyond the then current Fiscal Period, IBM will, within a reasonable time after the end of such Period, enter and take the machines from Purchaser's premises and will retain all sums previously paid by Purchaser to IBM, consisting of the Cash Down Payment, Deposit (including accrued interest) and Periodic Payments; provided, however, that upon Purchaser's request, Purchaser may retain the machines during a reasonable conversion period agreed to by IBM at then current rental charges, beginning on the first day following the last Fiscal Period for which payment has been made hereunder. If the machines, at the time of repossession by IBM, are not in average good condition and appearance for machines of their age and type, fully operational and in good working order, ordinary wear and tear excepted, the Purchaser shall reimburse IBM for the actual time and materials, at IBM's then current rates, expended by IBM to restore the machines to such condition.

The machines shall remain personal property, not become part of the freehold, and be kept at No.

Courthouse
(Street Address)

Woodland	Yolo	California
(City)	(County)	(State)

General

The Purchaser having been offered the choice of purchasing at the foregoing Cash Price (plus applicable taxes) or at the Total Time Sale Price, has elected to purchase at such Total Time Sale Price.

Any credits issued for the delivery of trade-in machines to IBM by the Purchaser, or credits accrued by the Purchaser under IBM's Option to Purchase Plan for installed rental machines to be purchased under this Agreement, may be applied against the Down Payment.

This Installment Payment Agreement is not assignable by the Purchaser; none of the machines may be leased, assigned or transferred by the Purchaser. Any attempted assignment or

transfer by the Purchaser of any of the rights, duties or obligations of this Installment Payment Agreement will be a breach of this contract and will result in termination of the Agreement and repossession of the machines by IBM, with all monies paid to be considered partial compensation for machine use to the date of such repossession.

The Purchaser agrees to assume full responsibility for all taxes and other charges payable in connection with this Agreement and to pay them promptly to the governmental body or agency which levies or assesses such taxes or charges; except that any taxes which the assessing body or agency is not empowered to collect from the Purchaser must be paid to IBM in full on the date of installation of new machines and/or the effective date of purchase of installed machines.

The Purchaser agrees to pay reasonable attorney's fees for enforcing rights after the Purchaser's default; and to satisfy all liens against the machines. Time is of the essence; if any of the Purchaser's payments are not paid promptly when due or if the machines or any of them, be removed, destroyed, or encumbered, or if the Purchaser assigns or disposes of any legal or equitable right, interest, property or special property right in the machines, or any of them, this Agreement will have been breached and IBM will:

(1) retain all monies paid by Purchaser, which will be considered as partial compensation for machine use;

(2) take the machines from Purchaser's premises (and the machines may be sold with or without notice at private sale or at public sale, with or without having the machines at the sale, at which sale IBM or assigns may purchase) and

(3) pursue any other remedy permitted by law.

Waiver of any default shall not be a waiver of any other default; all of IBM's rights hereunder are cumulative and not alternative.

If the unit price for any machine is adjusted as provided in the Agreement herein referred to, Items No. 1 through No. 13 on the face hereof and the payments herein agreed to be paid shall be adjusted and this Installment Payment Agreement shall be amended accordingly.

The Purchaser agrees to procure and maintain fire insurance with extended coverage on the machines for the full insurable value thereof for the life of this Installment Payment Agreement, the policy for such insurance being endorsed to show loss payable to IBM and assigns as respective interests may appear. Failure by the Purchaser to obtain such insurance will be deemed a default. Upon request a certificate of such insurance will be furnished to IBM or assigns.

If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.

This Installment Payment Agreement and its attached Worksheet and the Agreement herein referred to relating to the purchase by the Purchaser of the machines constitute a single agreement and the entire agreement between the Purchaser and IBM with respect to the purchase and sale of, and terms of payment for, the machines listed in the said Agreement. The terms and conditions of this Installment Payment Agreement shall prevail notwithstanding any variance with the terms and conditions of the said Agreement.

NOTICE TO THE PURCHASER:

Micro Fiche

1. Do not sign this contract before you read it or if it contains any blank spaces.

2. You are entitled to an exact copy of the contract you sign.

3. You have the right to pay off in advance the full amount due and to obtain a partial refund of the charge for interest.

THE PURCHASER ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS AGREEMENT AND THE ATTACHED WORKSHEET, AND THE AGREEMENT HEREIN REFERRED TO.

FEB 19 9 33 AM '70
SACRAMENTO, CAL.
RECD 19 M

Received by IBM at Sacramento, California

Date February 26, 1970

Robert A Sack
IBM Branch Manager

Accepted by:

International Business Machines Corporation

By J E Myers

Date 3-20-70

W K Kent
Witness to Seller's Signature

R D Adams
Witness to Seller's Signature

By County of Yolo
Purchaser

W E Duncan 2/18/70
Officer's Title

Date Chairman of the Board

Witness to Purchaser's Signature (SEAL)

Witness to Purchaser's Signature

IBM

State and Local Government Installment Payment Plan – Worksheet I

Biennial ☐ Annual ☒

Equipment Type 2203-21649 Fiche 1 Micro

County of Yolo (Account Name) 99481-00 (Number)

Purchase Price $ 21,640.00
Down Payment — 10% Minimum $ 5,670.00
Total Principal to be Retired (P) $ 15,970.00
Deposit (5% of Purchase Price) (D) $ 798.50
Number of Months in Entire Plan (M) 60
Number of Complete Months in Beginning Fiscal Period (b) 3
Number of Complete Months in Each Complete Fiscal Period (n) 12
Number of Complete Months in Ending Fiscal Period (e) 9
Number of Complete Fiscal Periods (N) 4

To Compute Column A

Beginning Fiscal Period = $\frac{b}{M} \times P =$ $ 798.50
Each Complete Fiscal Period = $\frac{n}{M} \times P =$ $ 3,194.00
Ending Fiscal Period = $\frac{e}{M} \times P =$ $ 2,395.50

	A	B	C	D	E	F
FISCAL PERIOD	NO. OF MOS.	PRINCIPAL TO BE RETIRED DURING FISCAL PERIOD	OUTSTANDING BALANCE FOR FISCAL PERIOD	FACTOR — TABLE I	INTEREST ON OUTSTANDING BALANCE (B X C)	†INTEREST — MONTH OF DOWN PAYMENT AND DEPOSIT	TOTAL ANNUAL OR BIENNIAL PAYMENT (A + D + E)
04-01-70 TO 06-30-70	3	798.50	15,171.50	.01234568	187.30	63.21	1,049.01
07-01-70 TO 06-30-71	12	3,194.00	11,977.50	.04761905	570.36		3,764.36
07-01-71 TO 06-30-72	12	3,194.00	8,783.50	.04761905	418.26		3,612.26
07-01-72 TO 06-30-73	12	3,194.00	5,589.50	.04761905	266.17		3,460.17
07-01-73 TO 06-30-74	12	3,194.00	2,395.50	.04761905	114.07		3,308.07
07-01-74 TO 03-31-75	9	1,427.32					1,427.32

†For the Month of Down Payment and Deposit only, the interest owed on (P) for that month is offset by the interest on (D) for that same month.

120-1231-0

International Business Machines Corporation

Armonk, New York 10504

Amendment to Installment Payment Agreement
(State and Local Government—California)

YOLO COUNTY
AGREEMENT NO. 70-263

To: International Business Machines Corporation

Reference: Agreement No.: G42055

Branch Office Address:
520 Capitol Mall
Sacramento, California 95814

Br. Off. No.: 374

Customer No.: 99481-00

Name and Address of Purchaser:

County of Yolo
Courthouse
Woodland, California 95695

XEROX COPY

This Amendment supplements and amends Agreement No. dated 19 , between International Business Machines Corporation (IBM) and the above named Purchaser with respect to the payment of State of California sales taxes. Such taxes will be paid by the Purchaser over the term of the Agreement as follows:

1. The amount of tax applicable to the Down Payment will be paid together with the Down Payment and Deposit.
2. The amount of tax applicable to each Periodic Payment will be paid together with each Periodic Payment, in accordance with the attached Revised Payment Plan.
3. In the event the Purchaser elects to pay the remaining balance due in advance, thereby completing the Agreement, the amount of tax applicable to that payment will be paid together with that final payment.

Micro Fiched

Revised Payment Plan I

Fiscal Period	Total (Annual) (Biennial) Periodic Payment	(Included in Total Periodic Payment) Principal	Interest	Taxes
1	1,088.93	798.50	250.51	39.92
2	3,924.06	3,194.00	570.36	159.70
3	3,771.96	3,194.00	418.26	159.70
4	3,619.87	3,194.00	266.17	159.70
5	3,467.77	3,194.00	114.07	159.70
6	1,547.10	~~2,395.50~~ 1,427.32	0.0	119.78

Revised Payment Plan II

Fiscal Period	Total Monthly Payment	(Included in Total Monthly Payment) Principal	Interest	Taxes	Total of Monthly Payments for Fiscal Period
1					
2					
3					
4					
5					
6					

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

* Payment/payments have been reduced by application of deposit and simple interest accrued thereon at 5% per annum as set forth in attached Worksheet. Sales taxes applicable to this period are based on the gross payment before application of deposit and interest.

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

120-1810-0 (U/M-001)

ABC
GEM REGION
MAR 6 1 17 PM '70

FEB 19 9 30 AM '69

RECD IBM
SACRAMENTO GEM

Received by IBM at Sacramento, California

Date February 26, 1970

IBM Branch Manager

Micro Fiched

Accepted by:

International Business Machines Corporation

By

Date

Witness to Seller's Signature

Witness to Seller's Signature

By County of Yolo 2-18-70
Purchaser

Officer's Title
Chairman of the Board

Date

(SEAL)

Witness to Purchaser's Signature

Witness to Purchaser's Signature

FILED
APR 17 1970
LAURENCE P. HERIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70-264

(Amendment to Agreement for Purchase of Installed IBM Machines, Installment Payment Agreement, and Amendment to Installment Payment Agreement)

XEROX COPY

THIS AMENDMENT supplements and amends the Agreement for Purchase of Installed IBM Machines, Installment Payment Agreement, and Amendment to Installment Payment Agreement between INTERNATIONAL BUSINESS MACHINES CORPORATION, and the COUNTY OF YOLO, all dated MARCH 20, 1970.

Notwithstanding any of the provisions or terminology to the contrary contained in the above referenced agreements, the transaction shall be deemed to be an agreement for the furnishing of the machines described therein to the County of Yolo by IBM for the fiscal periods described therein; and each periodic payment shall be deemed to be made in consideration for the possession and use of the machines for the fiscal period for which it shall be made. Upon payment of the final sum by the County as provided for in said installment payment agreement, title to the machines shall pass to the County of Yolo as provided therein.

FEB 19 9 37 AM '69
RECORDER
SACRAMENTO

Received by IBM at Sacramento, Calif

Date February 26, 1970

IBM Branch Manager

Accepted by:

INTERNATIONAL BUSINESS MACHINES CORPORATION

BY J E Myers

Date 3-2-70

Witness to Purchaser's Signature

Witness to Seller's Signature

BY W E Duncan
Purchaser

Chairman of the Board
Officer's Title

Date 2-18-70

Witness to Purchaser's Signature

Witness to Purchaser's Signature

(SEAL)

Micro Filmed

International Business Machines Corporation — *Armonk, New York 10504*

Agreement for Purchase of Installed IBM Machines

YOLO COUNTY
AGREEMENT NO. 70-265

To: International Business Machines Corporation

Agreement No.: G41060

Branch Office Address:
520 Capitol Mall
Sacramento, California 95814

Br. Off. No.: 374

Customer No.: 99481-00

Name and Address of Purchaser:
County of Yolo
Courthouse
Woodland, California 95695

Effective Date of Quotation: 03-01-70

Quotation Expiration Date: 03-31-70

Effective Date of Purchase: 03-01-70

The Purchaser hereby agrees to purchase and International Business Machines Corporation (IBM) by its acceptance of this Agreement by signature at its Regional Headquarters agrees to sell, on the following terms and conditions, the machines and features listed below (called machine(s)) which are now installed under an Agreement for IBM Machine Service and in the possession of the Purchaser:

Type	Model/ Special Feature	Serial No.	Description	Price
2020	BC1	21876	Processing Unit	38,992.00
	1580		Card Print Control	
	8082		2203 Attachment	
	8099		2560 Attachment	

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

XEROX COPY

TOTAL 38,992.00

There shall be added to the above prices amounts equal to any taxes however designated, levied or based on such prices or on this Agreement or the machines, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of taxes based on net income. Any personal property taxes assessable on the machines on or after the Effective Date of Purchase shall be borne by the Purchaser.

The above prices are not valid after the Quotation Expiration Date shown above. These prices are subject to change until the Effective Date of Purchase. Thereafter, these prices are subject to verification and correction if necessary by IBM at its Regional Headquarters prior to acceptance. The Effective Date of Purchase shall be the later of the Effective Date of Quotation or the date on which this Agreement in its present form, signed by the Purchaser and accompanied by payment in full of the above total amount, or the down payment and an Installment Payment Agreement, approved for this purchase, is received by IBM at its Branch Office address shown above, provided that such receipt is not later than the Quotation Expiration Date. The machines will be discontinued under the Agreement for IBM Machine Service between IBM and the Purchaser as of the day immediately preceding the Effective Date of Purchase.

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

Micro

Terms

Payment in full must be submitted to IBM with this Agreement, unless this purchase is also the subject of an Installment Payment Agreement approved for this purchase, in which case, an Installment Payment Agreement, signed by the Purchaser, and the down payment thereunder must be submitted to IBM with this Agreement.

Price

The prices stated herein are exclusive of any charges which are due or may become due from the Purchaser under any Agreement for IBM Machine Service relating to the machines.

Title

Title to each of the machines shall pass to the Purchaser on the Effective Date of Purchase subject to acceptance of this Agreement by IBM.

Risk of Loss

IBM and its insurers, if any, relieve the Purchaser of responsibility up to and including the Effective Date of Purchase for all risks of loss or damage to the machines, including Purchaser's negligence, except for responsibility for loss or damage due to nuclear reaction, nuclear radiation or radioactive contamination caused by the Purchaser. After the Effective Date of Purchase, the risk of loss or damage shall be on the Purchaser.

Warranty

The Purchaser will be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods and office procedures, and for establishing all proper check points necessary for the intended use of the machines. The Purchaser agrees that IBM will not be liable for any damages caused by the Purchaser's failure to fulfill these responsibilities. The following Warranties shall apply to the machines described herein.

I. Service and Parts

With respect to machines which have been installed for less than ninety days: IBM will maintain each of the machines in good working order for a period of ninety days from the date of installation at no charge to the Purchaser. At the Purchaser's request, IBM will make all necessary adjustments, repairs and parts replacements. All replaced parts will become the property of IBM on an exchange basis.

Service pursuant to this Warranty as required at any time will normally be furnished by IBM's nearest Branch Office or resident location. IBM shall have full and free access to the machines to perform this service. Expenses of IBM's Customer Engineers for travel of more than fifteen (15) miles between the Purchaser's location and IBM's nearest point of service will be charged to the Purchaser. Service outside the scope of this Warranty will be furnished at IBM's established rates and terms then in effect.

II. Parts

With respect to machines which have been installed for less than one year: IBM warrants the machines (excluding vacuum tubes and solid state and other electronic devices which are warranted for ninety days) to be free from defects in material and workmanship for a period of one year from the date of such installation. IBM's obligation is limited to furnishing on an exchange basis replacements for parts which have been promptly reported by the Purchaser as having been, in his opinion, defective and are so found by IBM upon inspection.

III. Limitations

The foregoing Warranties will not apply if adjustment, repair or parts replacement is required because of accident, neglect, misuse, failure of electric power, air conditioning, humidity control, transportation or causes other than ordinary use. IBM shall not be responsible for failure to provide service or parts due to causes beyond its control. IBM shall not be required to adjust or repair any machine or part if it would be impractical to do so because of alterations in the machine or its connection by mechanical or electrical means to another machine or device, or if the machine is located outside the United States, Puerto Rico or Canal Zone. IBM will not be liable for personal injury or property damage except personal injury or property damage caused by IBM's negligence. IBM shall in no event have obligations or liabilities for consequential damages.

With respect to machines which have been installed for more than one year: the Purchaser agrees to purchase the machines as is with all faults.

The foregoing Warranties and Limitations are exclusive remedies and are in lieu of all other warranties express or implied, including but not limited to the implied warranty of merchantability.

Maintenance Service and Parts

IBM will, if requested, provide the Purchaser with maintenance service for the machines, and repair or replacement parts, as long as they are generally available, on the basis of IBM's established prices and terms prevailing at the time.

Additional Features

Additional features which are field installable may be ordered in writing by the Purchaser under this Agreement, at any time after its acceptance by IBM, for installation in the machines subject to the then prevailing prices and terms and conditions. The warranties on such features will be limited to the unexpired warranties and limitations, if any, provided by IBM on the machines in which such features are installed, provided however, that the prevailing parts warranty, if any, and limitations shall apply to such features for ninety days at the Purchaser's option.

Accessories, Engineering Changes, Cards, Tapes and Supplies

The Purchaser agrees that IBM may make alterations, at its own expense, to the above machines after the Effective Date of Purchase in order to make the machines conform to the machine descriptions set forth above. Such alterations will be performed on a mutually agreed to schedule during IBM's normal working hours.

IBM will, upon request, furnish to the Purchaser, at IBM's established prices and terms prevailing at the time, any machines, attachments, features and engineering changes as IBM shall have available for sale and which may be suitable for use on, or in connection with, the machines. But IBM makes no representation that such machines, attachments, features or engineering changes which may be announced in the future, will be suitable for use on, or in connection with, these machines. IBM will also furnish to the Purchaser, upon request, at IBM's established prices and terms prevailing at the time, cards, tapes and other supplies used in the operation of the machines, as long as IBM has them available for sale.

Patent Indemnity

IBM will defend, at its own expense, any action brought against the Purchaser, to the extent that it is based on a claim that the machines supplied by IBM infringe a United States patent, and IBM will pay those costs and damages finally awarded against the Purchaser in any such action which are

Micro Fiched

attributable to any such claim, but such defense and payments are conditioned on the following: (i) that IBM shall be notified promptly in writing by the Purchaser of any notice of such claim; and (ii) that IBM shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and (iii) should the machines become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a United States patent that the Purchaser shall permit IBM, at its option and expense, either to procure for the Purchaser the right to continue using the machines, to replace or modify the same so that they become noninfringing, or to grant the Purchaser a credit for such machines as depreciated and accept their return. The depreciation shall be an equal amount per year over the lifetime of the machines as established by IBM.

IBM shall have no liability to Purchaser under any provision of this clause with respect to any claim of patent infringement which is based upon the combination of machines furnished hereunder with machines or devices not made by IBM. The foregoing states the entire liability of IBM with respect to infringement of patents by the machines or any parts thereof.

General

This Agreement is not assignable without written permission from IBM; any attempt to assign any rights, duties or obligations which arise under this Agreement without such permission shall be void.

This Agreement shall be governed by the laws of the State of New York, and constitutes the complete and exclusive statement of the agreement between the Purchaser and IBM *with respect to the purchase and sale of the machines and no representation or statement not contained in this Agreement shall be binding upon* IBM *as a warranty or otherwise.* The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Purchaser for the machines.

FEB 19 9 35 AM '69
RECD IBM
SACRAMENTO GEM

Received by IBM at Sacramento, California

Date February 26, 1970

IBM Branch Manager

Micro Fiched

Accepted by:
International Business Machines Corporation

By

Date 3-2-70

County of Yolo
Purchaser

By

Chairman of the Board
Officer's Title

(SEAL)

Date 2-18-70

International Business Machines Corporation — *Armonk, New York 10504*

Installment Payment Agreement
(State and Local Government)

YOLO COUNTY
AGREEMENT NO. 70-266

To: International Business Machines Corporation

Branch Office Address:
520 Capitol Mall
Sacramento, California 95814

Agreement No. G41061

Br. Off. No.: 374

Name and Address of Purchaser:
County of Yolo
Courthouse
Woodland, California 95695

Customer No.: 99481-00

G41060

This Installment Payment Agreement supplements and amends Agreement No. , dated , 19 , between International Business Machines Corporation (hereinafter called IBM) and the above-named Purchaser with respect to the following IBM machines and features (hereinafter collectively called the machines) referred to in said Agreement:

Type	Model	Description	Quantity	Unit Price	Amount
2020	BC1	PROCESSING UNIT	1		38,992.00
				TOTAL	38,992.00

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

XEROX COPY

Terms and Conditions

1. Cash Price (if this were a cash sale)	$ 38,992.00
2. Cash Down Payment	$ 0.0
3. Unpaid Cash Price (Item 1 minus Item 2)	$ 38,992.00
4. Interest	$ 3,953.82
5. Contract Time Balance (Sum of Items 3 and 4)	$ 42,945.82
6. Deposit	$ 1,949.60
7. Interest on Deposit	$ 414.29
8. Net Contract Time Balance (Item 5 minus Items 6 and 7)	$ 40,581.93
9. Insurance Charges	$ None
10. Official Fees (Filing or Recording)	$ None
11. State and Local Taxes (if applicable)	$ 1,949.60
12. Total Cash Payment (Sum of Items 2, 6 and 11)	$ 1,949.60
13. Total Time Sale Price (Sum of Items 8 and 12) and 11	$ 44,481.13

Micro Filmed

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

The Purchaser promises to pay in full the Total Cash Payment consisting of the Down Payment, Deposit and taxes (if applicable) (a) upon the date of installation of the machines or (b) with respect to installed machines, on the effective date of the purchase, and to pay the Net Contract Time Balance in consecutive Periodic Payments including Interest for the Fiscal Periods as set forth below:

	PAYMENT PLAN I		PAYMENT PLAN II		
Fiscal Period	(Annual) (Biennial) Periodic Payment	Interest (Included in Payment)	Monthly Payment	Total of Monthly Payments for Fiscal Period	Total Interest for Fiscal Period (Included in Payments)
1	2,561.25	611.65			
2	9,190.97	1,392.57			
3	8,819.62	1,021.22			
4	8,448.27	649.87			
5	8,076.91	278.51			
6	3,484.91	0.0			

* Payment/payments have been reduced by application of deposit and simple interest accrued thereon at 5% per annum as set forth in attached Worksheet.

The Deposit does not reduce the Unpaid Cash Price until such time as it is applied as indicated in the attached Worksheet. The Unpaid Cash Price at the beginning of the first fiscal period is 90% of the Cash Price, not 85% of this amount.

The Periodic Payment for Period 1 is due with respect to new machines on the first business day of the month following the month of installation and with respect to installed machines on the first business day of the month following the month of effective purchase, and the Periodic Payments for Periods 2 through ~~six~~ are due on the first business day of each succeeding Fiscal Period. If Payment Plan I has been chosen, payments must be made in full on the due dates. If Payment Plan II has been chosen, payments must be made in equal consecutive monthly installments, beginning on the due dates and continuing on the corresponding day of each month of the Fiscal Period until fully paid. Payments include interest in the appropriate amount indicated above.

All remittances are to be made at 520 Capitol Mall, Sacramento, California 95814

Notwithstanding the foregoing, if the legislative body appropriating funds for the Purchaser does not allocate funds for such Periodic Payment for any future Fiscal Period, the Purchaser will not be obligated to pay the Net Contract Time Balance remaining unpaid beyond the then current Fiscal Period. The Purchaser agrees to notify IBM of such nonallocation at the earliest possible time, by a letter directed to ~~Branch Manager, IBM Corporation,~~ 520 Capitol Mall, Sacramento, Calif 95814

Title to the machines and any replacements and additions shall remain in IBM and assigns until the Total Time Sale Price is fully paid. In the event that funds are not allocated as provided above, and the Purchaser is unable to make further payments under this contract beyond the then current Fiscal Period, IBM will, within a reasonable time after the end of such Period, enter and take the machines from Purchaser's premises and will retain all sums previously paid by Purchaser to IBM, consisting of the Cash Down Payment, Deposit (including accrued interest) and Periodic Payments; provided, however, that upon Purchaser's request, Purchaser may retain the machines during a reasonable conversion period agreed to by IBM at then current rental charges, beginning on the first day following the last Fiscal Period for which payment has been made hereunder. If the machines, at the time of repossession by IBM, are not in average good condition and appearance for machines of their age and type, fully operational and in good working order, ordinary wear and tear excepted, the Purchaser shall reimburse IBM for the actual time and materials, at IBM's then current rates, expended by IBM to restore the machines to such condition.

The machines shall remain personal property, not become part of the freehold, and be kept at No.

Courthouse
(Street Address)

Woodland (City) Yolo (County) California (State)

Micro Fiched

General

The Purchaser having been offered the choice of purchasing at the foregoing Cash Price (plus applicable taxes) or at the Total Time Sale Price, has elected to purchase at such Total Time Sale Price.

Any credits issued for the delivery of trade-in machines to IBM by the Purchaser, or credits accrued by the Purchaser under IBM's Option to Purchase Plan for installed rental machines to be purchased under this Agreement, may be applied against the Down Payment.

This Installment Payment Agreement is not assignable by the Purchaser; none of the machines may be leased, assigned or transferred by the Purchaser. Any attempted assignment or

transfer by the Purchaser of any of the rights, duties or obligations of this Installment Payment Agreement will be a breach of this contract and will result in termination of the Agreement and repossession of the machines by IBM, with all monies paid to be considered partial compensation for machine use to the date of such repossession.

The Purchaser agrees to assume full responsibility for all taxes and other charges payable in connection with this Agreement and to pay them promptly to the governmental body or agency which levies or assesses such taxes or charges; except that any taxes which the assessing body or agency is not empowered to collect from the Purchaser must be paid to IBM in full on the date of installation of new machines and/or the effective date of purchase of installed machines.

The Purchaser agrees to pay reasonable attorney's fees for enforcing rights after the Purchaser's default; and to satisfy all liens against the machines. Time is of the essence; if any of the Purchaser's payments are not paid promptly when due or if the machines or any of them, be removed, destroyed, or encumbered, or if the Purchaser assigns or disposes of any legal or equitable right, interest, property or special property right in the machines, or any of them, this Agreement will have been breached and IBM will:

(1) retain all monies paid by Purchaser, which will be considered as partial compensation for machine use;

(2) take the machines from Purchaser's premises (and the machines may be sold with or without notice at private sale or at public sale, with or without having the machines at the sale, at which sale IBM or assigns may purchase) and

(3) pursue any other remedy permitted by law.

Waiver of any default shall not be a waiver of any other default; all of IBM's rights hereunder are cumulative and not alternative.

If the unit price for any machine is adjusted as provided in the Agreement herein referred to, Items No. 1 through No. 13 on the face hereof and the payments herein agreed to be paid shall be adjusted and this Installment Payment Agreement shall be amended accordingly.

The Purchaser agrees to procure and maintain fire insurance with extended coverage on the machines for the full insurable value thereof for the life of this Installment Payment Agreement, the policy for such insurance being endorsed to show loss payable to IBM and assigns as respective interests may appear. Failure by the Purchaser to obtain such insurance will be deemed a default. Upon request a certificate of such insurance will be furnished to IBM or assigns.

If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.

This Installment Payment Agreement and its attached Worksheet and the Agreement herein referred to relating to the purchase by the Purchaser of the machines constitute a single agreement and the entire agreement between the Purchaser and IBM with respect to the purchase and sale of, and terms of payment for, the machines listed in the said Agreement. The terms and conditions of this Installment Payment Agreement shall prevail notwithstanding any variance with the terms and conditions of the said Agreement.

NOTICE TO THE PURCHASER

1. Do not sign this contract before you read it or if it contains any blank spaces.

2. You are entitled to an exact copy of the contract you sign.

3. You have the right to pay off in advance the full amount due and to obtain a partial refund of the charge for interest.

THE PURCHASER ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS AGREEMENT AND THE ATTACHED WORKSHEET, AND THE AGREEMENT HEREIN REFERRED TO.

FEB 19 9 35 AM '70
RECD IBM SACRAMENTO CEN

Received by IBM at Sacramento, California

Date February 26, 1970

Robert A Wagle
IBM Branch Manager

Accepted by:

International Business Machines Corporation

By J. H. Myers

Date 3-2-70

R D Adams
Witness to Seller's Signature

W L Farrell
Witness to Seller's Signature

By County of Yolo
Purchaser

W E Duncan 2-11-70
Officer's Title

Date Chairman of the Board

Witness to Purchaser's Signature (SEAL)

Witness to Purchaser's Signature

Micro Fiched

IBM

State and Local Government Installment Payment Plan – Worksheet I

Biennial ☐ Annual ☒

Equipment Type 2020-21876

County of Yolo (Account Name) 99481-00 (Number)

Micro Filmed

Purchase Price $ 50,190.00
Down Payment — 10% Minimum $ 11,198.00
Total Principal to be Retired (P) $ 38,992.00
Deposit (5% of Purchase Price) (D) $ 1,949.60
Number of Months in Entire Plan (M) 60
Number of Complete Months in Beginning Fiscal Period (b) 3
Number of Complete Months in Each Complete Fiscal Period (n) 12
Number of Complete Months in Ending Fiscal Period (e) 9
Number of Complete Fiscal Periods (N) 4

To Compute Column A

Beginning Fiscal Period = $\frac{b}{M} \times P =$ $ 1,949.60

Each Complete Fiscal Period = $\frac{n}{M} \times P =$ $ 7,798.40

Ending Fiscal Period = $\frac{e}{M} \times P =$ $ 5,848.80

FISCAL PERIOD	NO. OF MOS.	A PRINCIPAL TO BE RETIRED DURING FISCAL PERIOD	B OUTSTANDING BALANCE FOR FISCAL PERIOD	C FACTOR — TABLE I	D INTEREST ON OUTSTANDING BALANCE (B x C)	E †INTEREST — MONTH OF DOWN PAYMENT AND DEPOSIT	F TOTAL ANNUAL OR BIENNIAL PAYMENT (A + D + E)
04-01-70 TO 06-30-70	3	1,949.60	37,042.40	.01234568	457.31	154.34	2,561.25
07-01-70 TO 06-30-71	12	7,798.40	29,244.00	.04761905	1,392.57		9,190.97
07-01-71 TO 06-30-72	12	7,798.40	21,445.60	.04761905	1,021.22		8,819.62
07-01-72 TO 06-30-73	12	7,798.40	13,647.20	.04761905	649.87		8,448.27
07-01-73 TO 06-30-74	12	7,798.40	5,848.80	.04761905	278.51		8,076.91
07-01-74 TO 03-31-75	9	3,484.91					3,484.91

†For the Month of Down Payment and Deposit only, the interest owed on (P) for that month is offset by the interest on (D) for that same month.

International Business Machines Corporation — *Armonk, New York 10504*

Amendment to Installment Payment Agreement

(State and Local Government—California)

YOLO COUNTY AGREEMENT NO. 70-267

To: International Business Machines Corporation — Reference: Agreement No.: G41062

Branch Office Address:
520 Capitol Mall
Sacramento, California 95814

Br. Off. No.: 374

Customer No.: 99481-00

Name and Address of Purchaser:

County of Yolo
Courthouse
Woodland, California 95695

This Amendment supplements and amends Agreement No. dated 19 , between International Business Machines Corporation (IBM) and the above named Purchaser with respect to the payment of State of California sales taxes. Such taxes will be paid by the Purchaser over the term of the Agreement as follows:

1. The amount of tax applicable to the Down Payment will be paid together with the Down Payment and Deposit.
2. The amount of tax applicable to each Periodic Payment will be paid together with each Periodic Payment, in accordance with the attached Revised Payment Plan.
3. In the event the Purchaser elects to pay the remaining balance due in advance, thereby completing the Agreement, the amount of tax applicable to that payment will be paid together with that final payment.

Revised Payment Plan I

Fiscal Period	Total (Annual) (Biennial) Periodic Payment	(Included in Total Periodic Payment) Principal	Interest	Taxes
1	~~2,683.01~~ 2,658.77	1,949.60	~~635.93~~ 611.65	97.48
2	9,580.89	7,798.40	1,392.57	389.92
3	9,209.54	7,798.40	1,021.22	389.92
4	8,838.19	7,798.40	649.87	389.92
5	8,466.83	7,798.40	278.51	389.92
6	3,777.35	5,848.80	0.0	292.44

Revised Payment Plan II

Fiscal Period	Total Monthly Payment	(Included in Total Monthly Payment) Principal	Interest	Taxes	Total of Monthly Payments for Fiscal Period
1					
2					
3					
4					
5					
6					

XEROX COPY

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Micro Filmed

* Payment/payments have been reduced by application of deposit and simple interest accrued thereon at 5% per annum as set forth in attached Worksheet. Sales taxes applicable to this period are based on the gross payment before application of deposit and interest.

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

120-1930-0 (U/M 001)

ABC
GEN REGION
MAR 6 1 19 PM '70

FEB 19 SACRAMENTO
RECD I.B.M.
SACRAMENTO GEN

Received by IBM at ~~Sacramento, California~~

Date February 26, 1970

Robert A. Nagle
IBM Branch Manager

Accepted by:

International Business Machines Corporation

By W. E. Reynolds 2-18-70
Formerly Or. Purchaser

Chairman of the Board
Officer's Title

By W. E. Reynolds

Date 2-26-70

Date (SEAL)

O. D. Reynolds
Witness to Seller's Signature

B. K. Craig
Witness to Seller's Signature

Witness to Purchaser's Signature

Witness to Purchaser's Signature

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70-268

(Amendment to Agreement for Purchase of Installed IBM Machines, Installment Payment Agreement, and Amendment to Installment Payment Agreement)

XEROX COPY

THIS AMENDMENT supplements and amends the Agreement for Purchase of Installed IBM Machines, Installment Payment Agreement, and Amendment to Installment Payment Agreement between INTERNATIONAL BUSINESS MACHINES CORPORATION, and the COUNTY OF YOLO, all dated MARCH 20, 1970, 1970.

Notwithstanding any of the provisions or terminology to the contrary contained in the above referenced agreements, the transaction shall be deemed to be an agreement for the furnishing of the machines described therein to the County of Yolo by IBM for the fiscal periods described therein; and each periodic payment shall be deemed to be made in consideration for the possession and use of the machines for the fiscal period for which it shall be made. Upon payment of the final sum by the County as provided for in said installment payment agreement, title to the machines shall pass to the County of Yolo as provided therein.

FEB 10 9 34 AM '69
BOARD OF SUPERVISORS
YOLO COUNTY, CALIF.
Micro Fiched

Received by IBM at Sacramento, Calif.

Date February 26, 1970

IBM Branch Manager

Accepted by:

INTERNATIONAL BUSINESS MACHINES CORPORATION

BY J G Myers

Date 3-20-70

Witness to Seller's Signature

Witness to Seller's Signature

BY W E Ellsworth
Purchaser

Chairman of the Board
Officer's Title

Date 2-18-70 (SEAL)

Witness to Purchaser's Signature

Witness to Purchaser's Signature

International Business Machines Corporation

Armonk, New York 10504

YOLO COUNTY
AGREEMENT NO. 70-269

IBM Maintenance Agreement

To: International Business Machines Corporation

Reference: Agreement No.: 374-2

Branch Office Address:

Revenue Br. Off. No.: 374

520 Capitol Mall
Sacramento, California 95814

Service Br. Off. No.: 376

Name and Address of Customer:

Customer No.: 99481-00

County of Yolo
Courthouse
Woodland, California 95695

Service Commencement Date: 03-01-70

IBM agrees to maintain the machines and features (called machine or machines), listed below, in accordance with the following provisions.

Machine User/Location: County of Yolo (Name of User) — Courthouse (Street Address) — Woodland (City) — California (State)

Type	Serial No.	Model/ Special Feature	Group	Minimum Monthly Maintenance Charge	Periods of Maintenance Service Availability: Mon.-Fri. No. Hrs.	Mon.-Fri. From	Mon.-Fri. Opt. Pct.	Saturday No. Hrs.	Saturday From	Saturday Opt. Pct.	Sunday No. Hrs.	Sunday From	Sunday Opt. Pct.	Total Optional Percent	Total Monthly Charges
2020	21876	BC1	B	48.00	9	8a.m.									60.00
		1580		2.25											
		8082		5.00											
		8099		4.75											
2203	21649	A01	C	71.50	9	8a.m.									71.50
2560	12084	A01	C	90.00	9	8a.m.									103.00
		1575		13.00											
		TOTALS		234.50											234.50

FILED
MAR - 5 1970
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

Micro Fiched

There shall be added to the charges provided for in this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of taxes based on net income.

Monthly charges will be invoiced as of the first of each month. Payment is due within thirty days of date of invoice.

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

Term of Agreement

This Agreement shall remain in force, except as otherwise provided, for at least one year from the date monthly maintenance charges commence for the first machine to become subject to these charges. Maintenance charges for a machine will commence on the stated service commencement date or the day following the last day of the service warranty period, whichever is later. The Agreement may be terminated prior to the end of the first year by either party by giving three months' prior written notice. It may be terminated at the end of the first year, or thereafter, by either party, provided one month's prior written notice has been given. The Customer may withdraw any machine from this Agreement at any time by one month's prior written notice. IBM may withdraw any machine from this Agreement at the end of the first year, or thereafter, by one month's prior written notice.

Maintenance Service Availability

IBM agrees to provide maintenance service availability during the periods selected by the Customer to keep the machines in good working order. This includes:

(a) Scheduled preventive maintenance. The schedule will be based upon the specific needs of the individual machines as determined by IBM. Preventive maintenance will include lubrication, necessary adjustments and replacement of unserviceable parts.

(b) Unscheduled, on-call remedial maintenance, including replacement of unserviceable parts.

Parts will be furnished on an exchange basis when installed by IBM service personnel and will be new part or parts equivalent to new in performance when used in these machines. Replaced parts become the property of IBM.

Charges for Periods of Maintenance Service Availability

A. The minimum monthly maintenance charge entitles the Customer to weekday maintenance service availability during any period of 9 consecutive hours between the hours of 7:00 a.m. and 6:00 p.m., daily, Monday through Friday, as selected by the Customer.

B. To suit his work schedule, the Customer may select, in lieu of the hours available for the minimum monthly maintenance charge, one of the following optional weekday periods of maintenance service availability for an additional charge:

1. 9 consecutive hours, daily, Monday through Friday (until 8:00 a.m. on Saturday), any part of which is outside the hours of 7:00 a.m. to 6:00 p.m.; or
2. 12, 16, 20 or 24 consecutive hours, daily, Monday through Friday (until 8:00 a.m. on Saturday).

C. In addition to the weekday period of maintenance service availability selected by the Customer, he may also select one of the following optional periods of maintenance service availability on all Saturdays and/or Sundays (until 8:00 a.m. on the following day), for an additional charge:
9, 12, 16, 20 or 24 consecutive hours

D. The hours of maintenance service availability for a machine on Monday through Friday shall be the same each day and the hours on Saturday or Sunday shall be the same hours on all Saturdays or Sundays.

E. The charge for any optional period of maintenance service availability is based on the minimum monthly maintenance charge plus a percentage of that charge. The percentage depends on the optional period selected and the machine group in which the machine is included. These percentages are set forth in Exhibit #1, which is attached to this Agreement.

F. The Customer may change his selected periods of maintenance service availability at the beginning of any calendar month by giving IBM 15 days' prior written notice.

G. All machines comprising a single system shall have the same periods of maintenance service availability. For this purpose, a single system is defined as a combination of machines containing only one central processing unit and interconnected by IBM power or signal cables.

H. If the Customer requests unscheduled, on-call remedial maintenance to be performed at a time which is outside the selected periods of maintenance service availability, the service will be furnished at IBM's standard hourly rates and terms then in effect. Travel time and expenses are billable. There is a minimum charge of one hour including travel time per IBM shift for calls taken within IBM's normal working hours, and two hours including travel time, per IBM shift for calls taken outside of IBM's normal working hours.

I. All charges specified are those currently in effect and are subject to change by three months' prior written notice. If the charges are increased the Customer may, on the effective date of such increase, terminate this Agreement or withdraw from service any machine affected. Otherwise, the new charge shall become effective upon the date specified in the notice.

J. Charges for a part of a calendar month will be prorated on the basis of a thirty-day month.

Machine Changes

Changes in machine specifications, attachments or features may result in an adjustment of the specified minimum monthly maintenance charge.

Travel Expenses

Travel expenses of IBM's customer engineers will be charged to the Customer as follows:

1. Within the hours of maintenance service availability, customers located beyond 15 miles from IBM's nearest branch office, sub-office or resident location—all expense incurred for travel beyond 15-miles from such IBM location.
2. Outside the maintenance service availability hours, but within IBM's normal working hours—all expense for travel. The mileage billed will not exceed the distance to and from the IBM branch office, sub-office or resident location.
3. Outside both maintenance availability hours and IBM's normal working hours—all expense for travel.

Other Service

When the Customer requests service outside the scope of this Agreement, it will be furnished at IBM's applicable time and material rates and terms then in effect.

Exclusions

Service does not include:

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(a) electrical work external to the machines or maintenance of accessories, attachments, machines or other devices not furnished by IBM;

(b) repair of damage resulting from accident, transportation, neglect or misuse; failure of electrical power, air conditioning or humidity control; or causes other than ordinary use;

(c) furnishing platens, supplies or accessories; painting or refinishing the machines or furnishing material therefor; making specification changes or performing services connected with relocation of machines; or adding or removing accessories, attachments or other devices; and

(d) such service which is impractical for IBM Customer Engineers to render because of alterations in the machines or their connection by mechanical or electrical means to another machine or device.

Access to Machines

IBM shall have full and free access to the machines to provide service thereon. If persons other than IBM representatives shall perform maintenance, or repair a machine, and as a result further repair by IBM is required to restore the machine to good operating condition, such repairs will be made at IBM's applicable time and material rates and terms then in effect.

Engineering Changes—Installation and Control

All engineering changes, including safety changes, as determined necessary by IBM, will be controlled and installed by IBM on equipment covered by this Agreement. If total engineering change installation and control is not desired, initial either box below and engineering change installation and control will be furnished as indicated thereby.

☐ Only safety changes will be installed. Customer may specifically request any other engineering change, which will be installed if determined necessary by IBM.

☐ All engineering changes, including safety changes, as determined necessary by IBM, will be controlled and installed by IBM on equipment covered by this Agreement, except equipment listed below. On such equipment, only safety changes will be installed unless Customer specifically requests any other engineering change, which will then be installed if determined necessary by IBM.

Miscellaneous

This Agreement shall be governed by the laws of the State of New York. It replaces any previous Maintenance Agreement for these machines. It constitutes the entire Agreement between the Customer and IBM for the repair and maintenance of the machines. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the machines.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions.

IBM is not responsible for failure to render service due to causes beyond its control.

The Customer represents that he is the owner of the machines subject to this Agreement or if not the owner that he has authority to enter into this Agreement.

Approved as to Form
Date MAR - 5 1970
County Counsel of Yolo County

Micro Filmed

Received by IBM at Sacramento, California

Accepted by:

International Business Machines Corporation

By J. Biernacki
FE Branch Manager

Date 2-26-70

By Chas. T. Baker
IBM Branch Manager

Date 2/27/70

County of Yolo
Customer

By W. E. Thurston

Chairman of the Board
Officer's Title

Date 2-18-70

Exhibit #1 to IBM Maintenance Agreement

The IBM Maintenance Agreement provides that the charge for any optional period of maintenance service availability is based on the minimum monthly maintenance charge plus a percentage of the minimum monthly maintenance charge. The percentage depends on the optional period selected and the machine group in which the machine is included. These percentages by groups for consecutive hourly periods are the following:

MONDAY—FRIDAY					
MACHINE GROUP	HOURS				
	9*	12	16	20	24
A	10%	15%	20%	25%	30%
B	10%	18%	30%	38%	45%
C	10%	20%	37%	50%	60%

SATURDAY					
MACHINE GROUP	HOURS				
	9	12	16	20	24
A	4%	5%	7%	8%	9%
B	5%	6%	8%	10%	11%
C	8%	9%	11%	13%	15%

SUNDAY					
MACHINE GROUP	HOURS				
	9	12	16	20	24
A	5%	7%	9%	11%	12%
B	6%	8%	10%	12%	14%
C	9%	11%	14%	16%	18%

* 9 consecutive hours any part of which is outside the hours of 7:00 a.m. to 6:00 p.m.

Example:

A 26 Printing Card Punch model 2 machine (Group C) has a minimum monthly maintenance charge of $22.50. This entitles the Customer to weekday maintenance service availability during any period of 9 consecutive hours, between the hours of 7:00 a.m. and 6:00 p.m., daily, Monday through Friday, as selected by the Customer. In lieu of these hours, the Customer selects an optional 16-hour period, Monday through Friday, and an optional 9-hour period on Saturday. The total monthly maintenance charge is computed as follows:

1. Minimum monthly maintenance charge $22.50
2. 16-hour optional period, Monday—Friday 37%
3. 9-hour optional period, Saturday 8%
4. Total percentage 45%
5. Charge for optional periods ..... .45 × 22.50 = 10.12
6. Total monthly maintenance charge $32.62

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FILED
FEB 24 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70- 270

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 24th day of February, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YIN YAN CHENG, M.D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.

2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:

   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients in accordance with established schedules as determined by the Chief of Staff.

   b. When four or more full time Staff Physicians are employed or are placed under contract agreement the staff time of PHYSICIAN shall include hospital coverage of one week night per week on call from 8:00 P. M. to 8:00 A.M. and two week end days per month on call from 8:00 A.M. to 8:00 A. M.

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

   a. To pay PHYSICIAN the sum of $2,000 per month as compensation for services rendered pursuant to this agreement. On such occasions as

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there may be less than four (4) full time physicians available for duty, overtime shall be paid to PHYSICIAN at the rate of $10.00 per hour. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Chief of Staff, but in no event prior to the expiration of six months service. In the event this contract is terminated PHYSICIAN shall be paid for the unused portion of the accrued vacation.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $3,000,000 aggregate.

4. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on February 24, 1970, and continue until written notice of cancellation is served by either party on the other, at least sixty (60) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract

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status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

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d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties have executed this agreement

the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY W E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. MENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Yin Yan Cheung
YIN YAN CHEUNG, M.D.

Micro Fiched

FILED
FEB 24 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70- 271

THIS AGREEMENT made and entered into this 24th day of February, 1970, by and between the COUNTY OF YOLO, a political subdivision, and WILLIAM T. MARSDEN,

W I T N E S S E T H:

WHEREAS, the COUNTY OF YOLO entered into Agreement No. 67-23 dated May 1st, 1968, with DAVIS AMBULANCE SERVICE, SACRAMENTO AMBULANCE SERVICE and SUPERIOR AMBULANCE SERVICE providing for speedy and competent ambulance service for Yolo County indigent patients and for the assurance of payment for the services to the mentioned ambulance services; and

WHEREAS, Amendatory Agreement No. 69-39 dated April 7th, 1969 provided for the substitution of JAMES A. LOE and WILLIAM T. MARSDEN in the place of DAVIS AMBULANCE SERVICE; and

WHEREAS, WILLIAM T. MARSDEN is no longer affiliated with the DAVIS AMBULANCE SERVICE; and

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WHEREAS, it is desired to terminate the interest of WILLIAM T. MARSDEN as party to said Agreement No. 67-23 as amended;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County of Yolo hereby discharges WILLIAM T. MARSDEN of the obligation to render further service under said Agreement No. 69-39 as of January 1st, 1970.

2. WILLIAM T. MARSDEN hereby surrenders the right to perform further services and hereby releases the COUNTY OF YOLO from all claims for services rendered under said Agreement No. 69-39 after January 1st, 1970.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

William T. Marsden
WILLIAM T. MARSDEN

Micro Fiched

AGREEMENT NO. 70-272

(Endorsed) Filed 3-9-70
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of March, 1970, by and between IVY A. DEXTER

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, state of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 39, heretofore established by the County by Resolution No. filed in the Office of the County Recorder of Yolo County on _____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-29, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

IVY A. DEXTER

RT. 1, BOX 193

WINTERS, CALIF. 95694

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY W. E. Duncan

CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

LAURENCE P. HENIGAN
_____
LAURENCE P. HENIGAN, COUNTY CLERK

By _____ DEPUTY

EXHIBIT "A"

Ivy Dexter - Parcel Nos. 31-070-25 & 86

LEGAL DESCRIPTION	LOT OR SEC.	BLK. OR TWP.	RANGE	ACRES
Lot 2 as shown and designated on Map of Sec. 14, T 8 N, R 1 W, Page 41, Vol. 3, Maps & Surveys (Dexters Addition				30.70
Lots 4, 5 and 6 of Dexters Sub. of Fractl. SW 1/4 and S 1/2 of NW 1/4 of Sec. 14 and Fractl. NW 1/4 of Sec. 23		8	1-W	95.17
Lot 1 of Dexters Sub. of fractl. SW 1/4 and S 1/2 of S 1/2 of NW 1/4 of Sec. 14 and Fractl. NW 1/4 of Sec. 23, EXCEPTING THEREFROM 1.74 acres deeded to the State of California by deed recorded in Book 525 O. R., Page 126.		8	1-W	32.02
Lot 3 as shown on Map 41, Book 3 Maps & Surveys, Yolo County				30.7
				188.59
N 1/2 of S 1/2 of NW 1/4	14	8	1-W	40
S 1/2 of N 1/2 of NW 1/4, ex. tract deeded to Edna L. Zentner, 127 O. R., Page 33	14	8	1-W	12
				52

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FILED
MAR 19 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70-273

THIS AGREEMENT made and entered into by and between YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a governmental entity, hereinafter called DISTRICT, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY,

W I T N E S S E T H:

WHEREAS, DISTRICT maintains a radio station vault on Bald Mountain, Yolo County, State of California, and has installed therein its power generator, radio equipment and incidental facilities in and adjacent to said building, commonly referred to as VAULT and hereinafter so called; and

WHEREAS, COUNTY desires to install its radio equipment in said vault, and DISTRICT is willing to permit same, subject to certain terms and conditions;

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NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DISTRICT does hereby lease to COUNTY space within said vault for the installation of COUNTY'S radio equipment (said space to be sufficient to accommodate eight (8) standard cabinets). The location of said space shall be as designated upon the sketch attached hereto and marked Exhibit "A". The installation of the COUNTY'S equipment, including Towers 1, 2 and 3, shall be done by the COUNTY in a good and workmanlike manner and to the satisfaction of DISTRICT'S representatives in charge.

2. Attention is directed to Paragraph 14a of the DISTRICT'S lease agreement with Pacific Gas and Electric Company, a copy of which is attached hereto as Exhibit "B". COUNTY'S radio equipment shall be installed, operated and maintained in accordance with the highest engineering standards now or hereafter generally employed.

In the event that the installation, operation or maintenance of said equipment shall create any interference with the operation of Pacific Gas and Electric Company's equipment or the equipment of any other person, company or agency occupying space on Bald Mountain, the COUNTY shall comply with all requirements stated in Paragraph 14a of Exhibit "B" hereto. In addition, COUNTY shall collaborate with and abide by recommendations of DISTRICT'S engineers or representatives for the purpose of eliminating interference with the equipment of any other person, company or agency authorized by the DISTRICT to occupy space on the leased premises.

3. DISTRICT shall provide COUNTY regular commercial power and emergency standby power for the operation of its radio equipment. COUNTY shall pay DISTRICT therefor the following "flat rate" amounts which shall include all commercial and standby power consumption required by COUNTY:

Each rack space occupied.....$66.00 per year.

DISTRICT shall not, however, undertake to supply said emergency standby service except where the same shall be required for use by DISTRICT. DISTRICT makes no warranty of the reliability of such generated standby power service.

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4. COUNTY shall pay to DISTRICT an annual rent of One Thousand Dollars ($1,000.00) payable semi-annually in installments of Five Hundred Dollars ($500.00) on December 31st and June 30th of each year. Power charges as outlined in Paragraph 3 above shall be paid semi-annually in two equal installments on the same dates as rent installments.

5. COUNTY shall indemnify and hold the DISTRICT free and harmless from and against any and all liability, expenses, claims, costs, suits and damages arising out of or in any way connected with COUNTY'S use or occupancy of the premises herein demised.

6. COUNTY shall not sublet all or any portion of the space subleased to them without first obtaining the written consent

of DISTRICT thereto.

7. Attention is directed to Exhibit "B" hereto. In accordance with the second unnumbered paragraph following Paragraph 15 of said Exhibit "B", COUNTY shall enter into a road maintenance agreement with Pacific Gas and Electric Company to provide for the COUNTY paying its share of annual road maintenance costs.

8. This agreement shall be for a period of five (5) years from April 1st, 1970, provided, however, that either party may terminate this agreement at any time by giving written notice to the other party of such termination three (3) months in advance of the effective date of such termination. In the event this agreement shall be terminated for any reason prior to the expiration of any semi-annual period which rental has been paid, DISTRICT shall refund to COUNTY such proportional part of said semi-annual rental as has been paid in advance by COUNTY.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the 9th day of March, 1970.

YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY _____
CHAIRMAN OF THE BOARD

ATTEST:

BY _____
SECRETARY

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

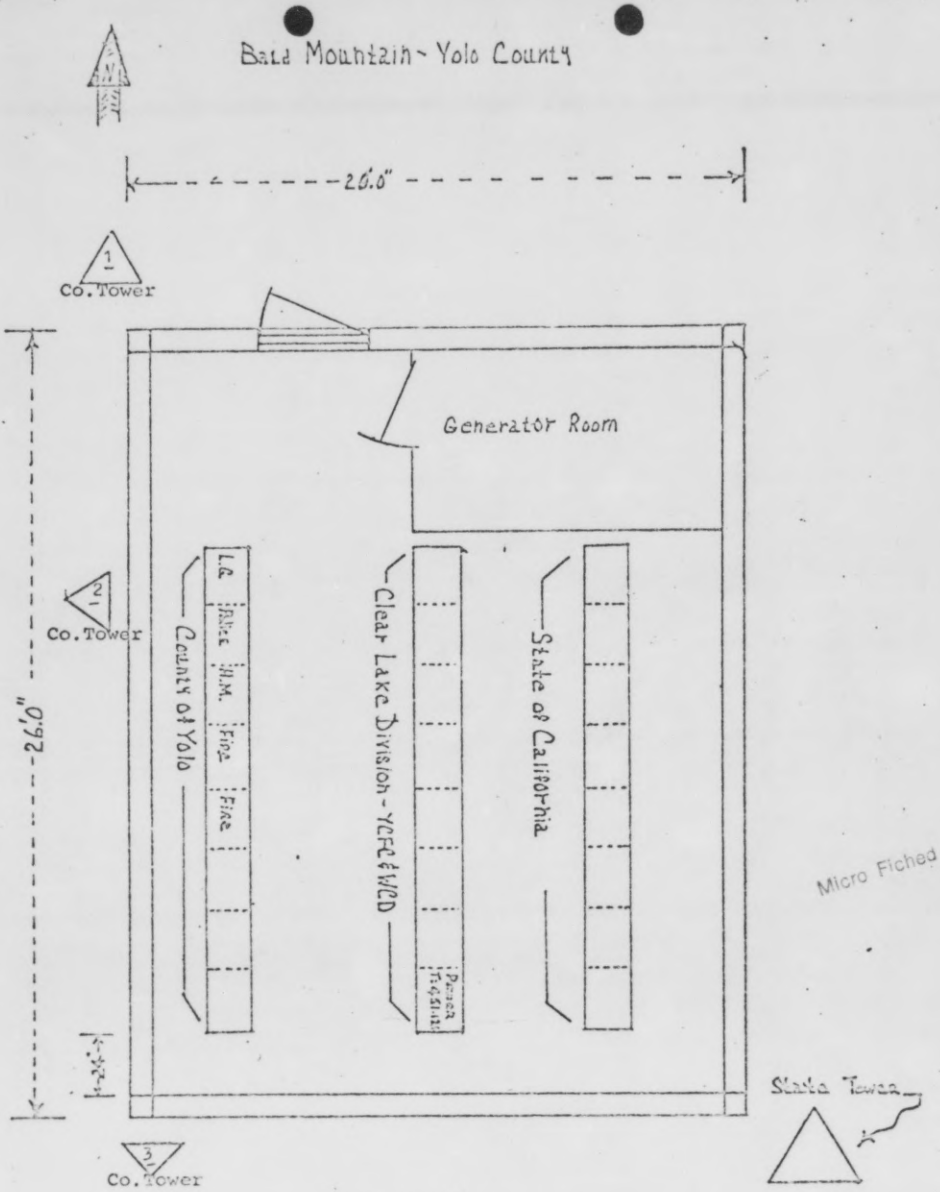

EXHIBIT "A"

Micro Fiched

FORM 62-1 REV.
LEASE OF ACREAGE LANDS

L-4200-691

THIS LEASE AGREEMENT made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Lessor, and YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT of Yolo County, State of California, hereinafter called Lessee,

WITNESSETH that in consideration of the promises of Lessee herein Lessor does hereby let unto Lessee for the term commencing March 1 19 69 and ending at the close of February 29 19 84, for the purpose of construction, maintenance and operation of a communications vault together with access thereto and for no other purpose and upon the terms and conditions herein specified, those certain premises lying and being situate in the County of Yolo, State of California, described as follows, to-wit:

The area measuring 20' x 26' labeled "Proposed Radio Vault" on the drawing #00029 attached hereto and hereby made a part hereof.

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Excepting therefrom, and reserving to Lessor, any and all aqueducts, electric lines, communication lines, pipe lines and other installations on said premises used by Lessor in the conduct of its business, and the right to reconstruct, maintain, and use the same, together with the right of ingress thereto and egress therefrom over and across said premises.

The total rent for said premises for said term is the sum of $ 4,500 which Lessee will pay as follows, namely:

$300 upon execution and delivery hereof and thereafter $300 on or before the first day of March in each of the years during the term hereof.

EXHIBIT B

Lessee hereby agrees to hire said premises for the aforesaid term and strictly to observe and perform the following respective conditions and covenants, to-wit:

1. Lessee will pay said rent to Lessor at the latter's office at 245 Market Street, San Francisco, California, in lawful money of the United States, in the manner and at the times above specified.

2. Lessee will not suffer, commit or permit any waste or nuisance to occur or exist on said premises during the term hereof, or attempt to assign this lease, or sublet said premises or any part thereof, without first having obtained the written consent of Lessor thereto.

3. Except with the written consent of Lessor first being had, Lessee will not use any water of Lessor on or adjacent to said premises, other than such water as Lessee may develop by means of springs thereon.

4. Lessee will observe due diligence and care in maintaining said premises and all fences, buildings and improvements thereon in proper condition and to the satisfaction of Lessor, and at the expiration or other termination of this lease surrender same to Lessor in as good condition as same now are in, reasonable use and wear and damage by the elements excepted.

5. Lessee will comply with all laws which may from time to time be in force relating to the extermination of rodents or other vermin or noxious weeds on said premises, and in this respect agrees to indemnify Lessor against and to hold it harmless from any and all loss, expense and liability that may result from Lessee's failure so to do.

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6. If Lessee shall make default in respect to the payment of said rent or the performance or observance of any of the respective covenants and conditions herein specified this lease shall at the option of Lessor forthwith terminate, and in that event it shall be lawful for Lessor thereupon to enter forthwith upon said premises and to retake possession thereof and to remove Lessee therefrom. Should Lessor commence any court action or proceeding to collect any installment of rent hereunder or to recover the possession of said premises, or to cancel this lease, and judgment shall be rendered therein in its favor, the court in any such action or proceeding may fix and tax as costs a reasonable sum as and for the fees of Lessor's attorneys therein.

7. Should Lessee with the consent of Lessor, express or implied, hold over possession of said premises after the term hereof, such holding shall be deemed a tenancy from month to month, at a monthly rental of $ 25.00 , payable in advance, and on the terms and conditions herein stated.

8. No building or other structure shall be erected by or for Lessee on said premises without prior written consent from Lessor.

9. Lessee will pay and discharge all bills for labor and materials furnished during the term hereof at Lessee's instance and request for use upon said premises, and be solely liable for all injury to persons or damage to property caused by Lessee, or by the latter's servants, agents or employees,

and in this respect Lessee agrees to indemnify Lessor against and to hold it harmless from liability for any and all claims, demands and causes of action that may be made or brought against it arising out of, due to or in any way connected with any claims or liens for labor or materials or for injury to persons or damage to property.

10. Lessee will pay all taxes levied or assessed during the term hereof against any and all improvements which may be constructed by or for Lessee on said premises.

~~11. Lessor hereby reserves the right, exercisable at any time or times during the term hereof, (a)~~ to make such temporary or permanent use of said premises, or any portion thereof, as it shall deem necessary or convenient in connection with the conduct of its various public utility businesses, (b) to sell, exchange or lease the whole or any portion of said premises, and (c) to grant easements in, on and across said premises for any and all purposes. If Lessor shall so desire to utilize the whole or any portion of said premises, or to sell, exchange or lease the whole or any portion thereof, or grant easements therein, and shall give Lessee at least ___ days written notice to that effect containing a description of the lands so to be utilized, sold, exchanged or leased, or the easement to be granted, this lease shall as to the lands so described forthwith terminate upon the expiration of the period so designated. If the lands so described shall include the whole of said premises Lessor will pay or tender to Lessee such portion of any rent which may have been paid in advance for the then current year as would otherwise have been applicable to the remainder of such current year next succeeding the date when such tenancy will terminate by virtue of such notice, but in case the lands so described shall include only a portion of said premises then this lease shall not be effected as to the balance of said premises and Lessor shall thereupon repay to Lessee such proportion of the rent then paid for the then current year as the acreage in the lands described in such notice shall bear to the entire acreage of said premises and as the balance of said current year from the expiration of said notice shall bear to the entire current year; except, however, that refunds for grazing leases shall be made on the basis of the unexpired portion of the current grazing season. After the expiration of said current year and throughout the remaining term of this lease there shall be a reduction of the rate of rental hereunder in proportion as the acreage in the lands described in such notice shall bear to the entire acreage of said premises.

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12. Any waiver, either express or implied, by Lessor of any breach of any promise or condition or term hereof shall not be construed or claimed to be a waiver of any other breach of any condition, promise or term hereof.

13. If two or more persons are designated herein as Lessee, the obligations herein of Lessee shall be the joint and several obligations of all persons herein designated as Lessee.

14. This lease is personal to Lessee.

14a. Lessee's radio equipment shall be installed, operated and maintained in accordance with the highest engineering standards now or hereafter generally employed. In the event that the installation, operation or maintenance of said equipment shall create any interference with the operation of Lessor's equipment installed adjacent thereto, or the equipment of any other person, company or agency authorized by Lessor to occupy space on said leased property, Lessee shall collaborate with and abide by recommendations of Lessor's engineers for the purpose of eliminating such interference.

15. Time is of the essence of the provisions hereof.

Lessor further extends to Lessee its consent to Lessee's use of Lessor's Bald Mountain Road shown on the three sheets of drawing D-4769, also attached hereto and made a part hereof, with the provisions that Lessee shall pay its share of annual road maintenance costs and shall secure such additional rights as it shall require from the owners of the fee underlying those portions of said road not on land of Lessor.

Lessor consents to Lessee's subletting of space in the vault to be constructed hereunder and to the use by Lessee's tenants of said Bald Mountain Road, provided that said tenants secure such additional rights as it shall require from the owners of the fee underlying those portions of said road not on land of Lessor and, further, that said tenants enter into separate road maintenance contracts with Lessor.

The rights conveyed hereby are subject to all of the provisions of General Order Number 69-B of the Public Utilities Commission of the State of California in like manner as though said provisions were expressly set out herein.

Lessor does hereby give to Lessee the right and option of extending the term hereof for the further period of ten (10) years from and after March 1, 1984, at a rental and under conditions to be established at that time by agreement between the parties. Lessee may exercise said option any time prior to the expiration of the original term hereof either by service written notice of its exercise thereof on Lessor personally or by mailing written notice of its exercise thereof to Lessor at 245 Market Street, San Francisco, California, 94106.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate this 10th day of March, 1969.

PACIFIC GAS AND ELECTRIC COMPANY

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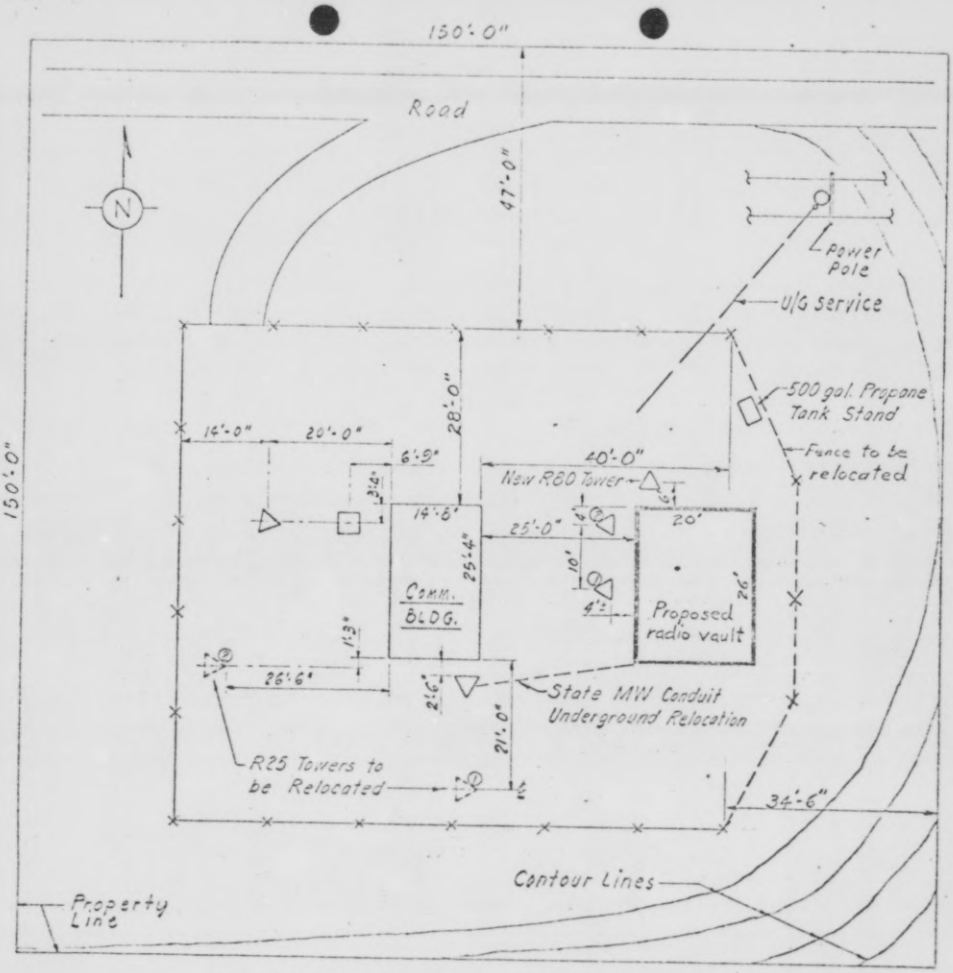
By E E Hall
Its Manager, Land Department

And By
Its Secretary

YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____ President

By _____ Secretary



ANTENNA ARRANGEMENT

BALD MTN

Scale: None

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Sh. 2

COMMUNICATIONS DEPARTMENT
DATE 8-28-62 DWG. No. C 0029

FILED
APR - 9 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

BK

This Agreement Implements Agreement 69-70

AGREEMENT NO. 70-274

THIS AGREEMENT by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the CITY OF WOODLAND, a municipal corporation, hereinafter referred to as CITY,

W I T N E S S E T H:

1. This agreement is entered into to implement a four party agreement which is in the process of being entered into between WOODLAND BY-PRODUCTS COMPANY, a corporation, COUNTY, CITY and SACRAMENTO-SAN JOAQUIN DRAINAGE DISTRICT acting by and through the RECLAMATION BOARD OF THE STATE OF CALIFORNIA. The said agreement shall hereafter be referred to as FOUR PARTY AGREEMENT.

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2. Upon completion of the public and private works contemplated in the FOUR PARTY AGREEMENT, it shall become necessary for CITY and COUNTY, in order to dispose of their respective storm drainage accumulated in the area east of Woodland, to construct a pumping plant in the easement area more particularly referred to in Paragraph 1 (c) of the FOUR PARTY AGREEMENT. From this pumping plant, the storm drainage waters of CITY and COUNTY shall be pumped into the Cache Creek Settling Basin to be carried easterly to the Yolo By-Pass. In order so to transport such storm drainage water, it shall be necessary for CITY and COUNTY to acquire an easement for the use of an existing drainage canal, or in the alternative, an easement for a new drainage canal in the same several vicinity.

3. For the purpose of implementing the FOUR PARTY AGREEMENT hereinabove referred to, and for the purpose of jointly exercising their respective powers and public purposes of accumulation and disposition of storm drainage waters, and related public purposes, CITY and COUNTY hereby agree jointly to acquire all

easements and construct all facilities necessary to provide the pumping plant and storm drainage collection and disposal system contemplated in the FOUR PARTY AGREEMENT and in this agreement, the respective contributions of CITY and COUNTY to the cost thereof to be as hereinafter set forth. Thereafter, CITY and COUNTY shall maintain and operate the said facilities, including the drainage ditch and easement more particularly referred to in Paragraph 1 (c) of the FOUR PARTY AGREEMENT, the proportionate contributions of CITY and COUNTY to the cost of said maintenance and operation to be as hereinafter set forth.

4. A committee composed of COUNTY'S Director of Public Works and CITY'S City Engineer shall constitute the agency for the joint exercise of powers herein provided. All plans and specifications for the construction of the pumping plant and related facilities shall be prepared by CITY'S City Engineer and approved by COUNTY'S Director of Public Works. CITY'S City Engineer shall assume responsibility for immediate supervision of construction, maintenance and operation of the pumping facilities and drainage disposition system, provided that the committee may from time to time determine that particular maintenance operations can be more economically conducted by COUNTY, in which event COUNTY'S Director of Public Works will assume responsibility for immediate supervision of such maintenance and operation procedures. Any proceedings in eminent domain for acquisition of drainage ditch right of way shall be maintained in the names of both parties, CITY, however, to assume immediate responsibility for the prosecution of the proceedings.

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5. With regard to all construction costs hereinabove provided, cost of acquisition of easement, cost of preparation of plans, and cost of any civil proceedings required to acquire in eminent domain any necessary easements shall be divided between the parties as follows:

CITY	70%
COUNTY	30%

Thereafter, the parties shall contribute in the same proportion to the cost of maintenance and operation of the said facilities until such time as CITY has annexed to itself by appropriate annexation proceedings portions of the "COUNTY drainage area", consisting of approximately 9,100 acres, as the same is depicted on the diagram which is attached hereto, marked EXHIBIT "A" and hereby incorporated by reference. As such territory is annexed to CITY, COUNTY'S proportionate contribution shall be reduced and CITY'S increased in accordance with the schedule hereinafter set forth, so that if, and when, the entire "COUNTY drainage area" has been annexed to CITY, COUNTY shall have no further obligation to contribute to the cost of maintenance and operation of said pumping plant and drainage distribution system:

TOTAL ACREAGE ANNEXED	COUNTY'S CONTRIBUTION	CITY'S CONTRIBUTION
333	29%	71%
507	28%	72%
688	27%	73%
874	26%	74%
1068	25%	75%
1268	24%	76%
1475	23%	77%
1690	22%	78%
1913	21%	79%
2144	20%	80%
2385	19%	81%
2635	18%	82%
2896	17%	83%
3167	16%	84%
3450	15%	85%
3744	14%	86%

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4052	13%	87%
4373	12%	88%
4708	11%	89%
5062	10%	90%
5431	9%	91%
5819	8%	92%
6226	7%	93%
6655	6%	94%
7106	5%	95%
7582	4%	96%
8086	3%	97%
8618	2%	98%
8864	1%	99%
all	0%	100%

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The foregoing schedule is based on a total drainage area of 14,538 acres of which 5,427 acres is located within CITY and of which 9,111 acres is located within COUNTY. It is assumed that the cost of draining CITY territory is four times that of draining COUNTY territory. If blocks of one hundred acres or more of COUNTY territory are hereafter converted to urban uses, the schedule shall be revised based on the assumption that the cost of draining this COUNTY territory is also four times that of the remaining COUNTY territory. Acreages are rounded to the nearest acre.

6. This agreement shall remain in effect until such time as the SACRAMENTO-SAN JOAQUIN DRAINAGE DISTRICT acting by and through the RECLAMATION BOARD OF THE STATE OF CALIFORNIA carries out a more permanent plan and solution for the drainage problems of the Cache Creek Settling Basin area, or until such time as the parties hereto by mutual agreement determine that a more expedient or more economical solution can be effected for the drainage problems of the respective parties hereto.

7. In connection with the road abandonment proceedings

contemplated to be undertaken by COUNTY pursuant to the FOUR PARTY AGREEMENT, COUNTY agrees to reserve for the use and benefit of the CITY perpetual easements for construction, installation, maintenance and repair of lines of pipe for sanitary sewerage and storm drainage as follows:

a. County Road 21. A sewer line easement 60 feet in width including complete rights of ingress and egress for purposes of maintenance, repair, reconstruction and replacement to cover existing parallel sewer lines presently located within the road right of way of County Road 21.

b. County Road 103 South of Road 20. A sewer line easement, with the same rights of ingress and egress as indicated above, 40 feet in width for the maintenance and repair of the existing sanitary sewer line, including in addition, however, an easement for the construction, installation, maintenance and repair of a future parallel sewer line.

DATED: March 9, 1970.

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COUNTY OF YOLO, a political subdivision

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAWRENCE E. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

CITY OF WOODLAND, a municipal corporation

BY Charles O Dutton
MAYOR

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

I, Jean Winnop, the duly elected, qualified and acting City Clerk of the City of Woodland, do hereby certify:

That the foregoing is a full, true and correct copy of Agreement No. 70-274 between the City of Woodland and the County of Yolo regarding drainage at County Road 103 and State Highway 16 filed in the Yolo County Clerk's office April 9, 1970.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Woodland this 19th day of February, 1981.

Micro Fiched

Jean Winnop

City Clerk of the City of Woodland,
County of Yolo, State of California

#1

#2

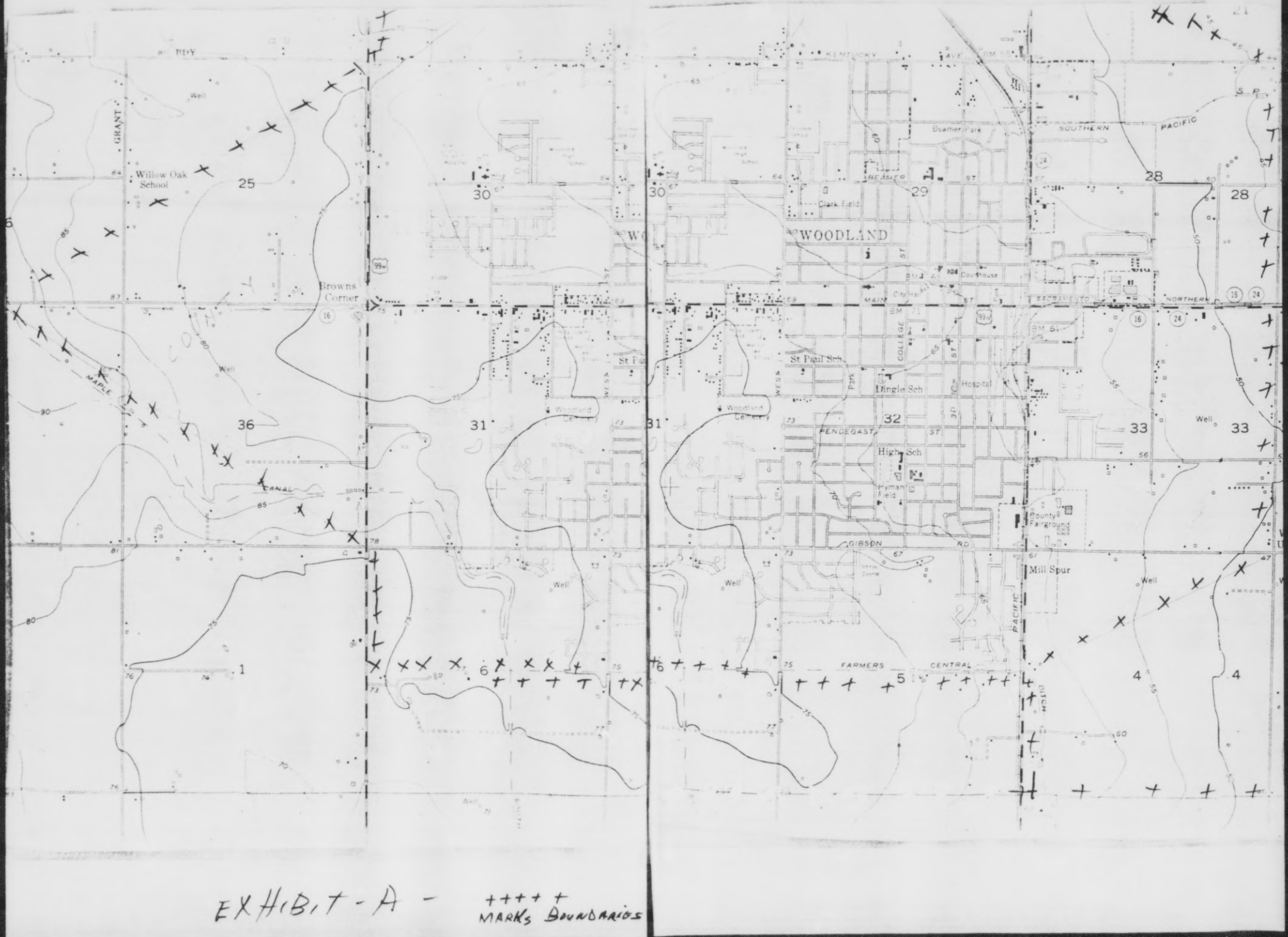
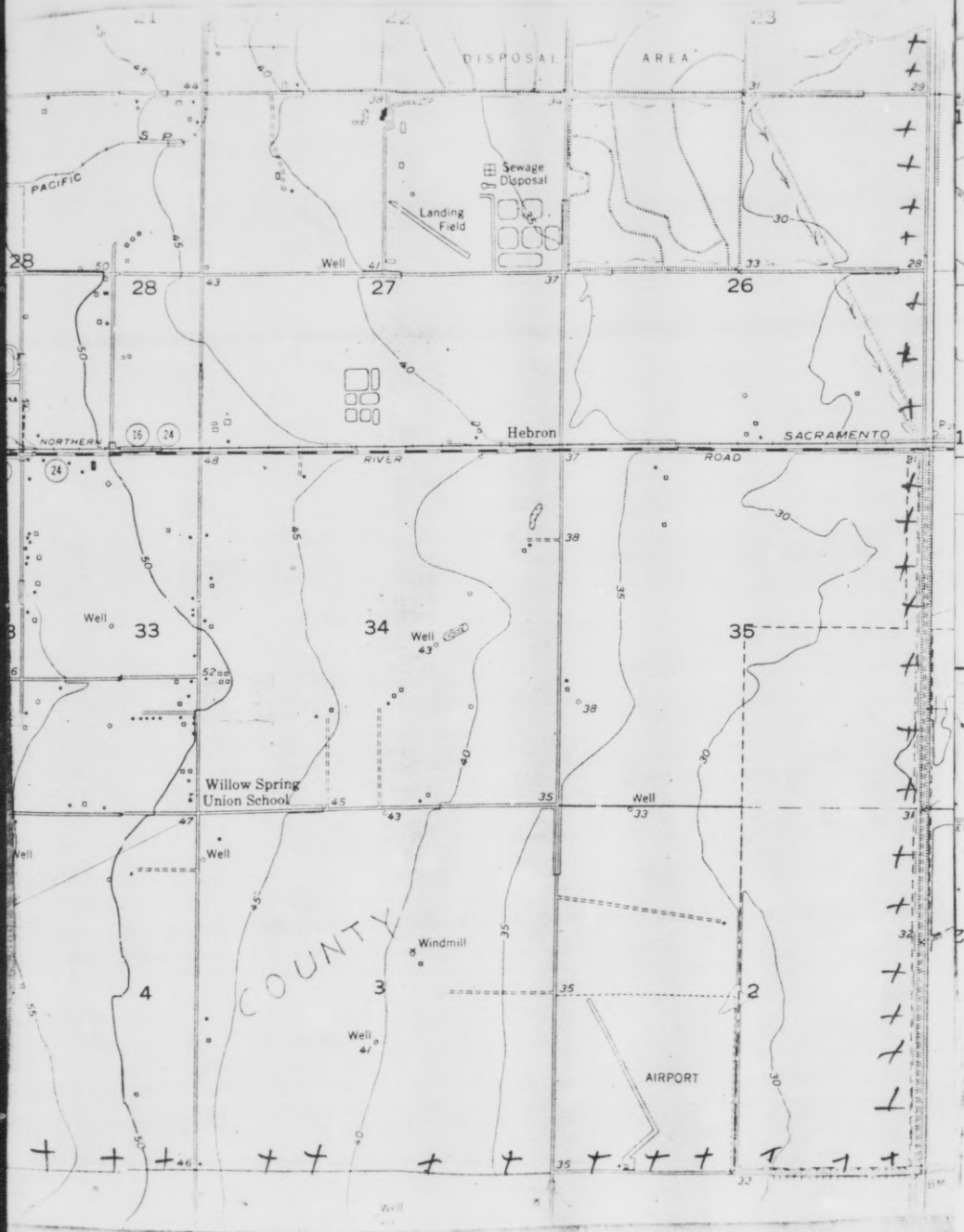
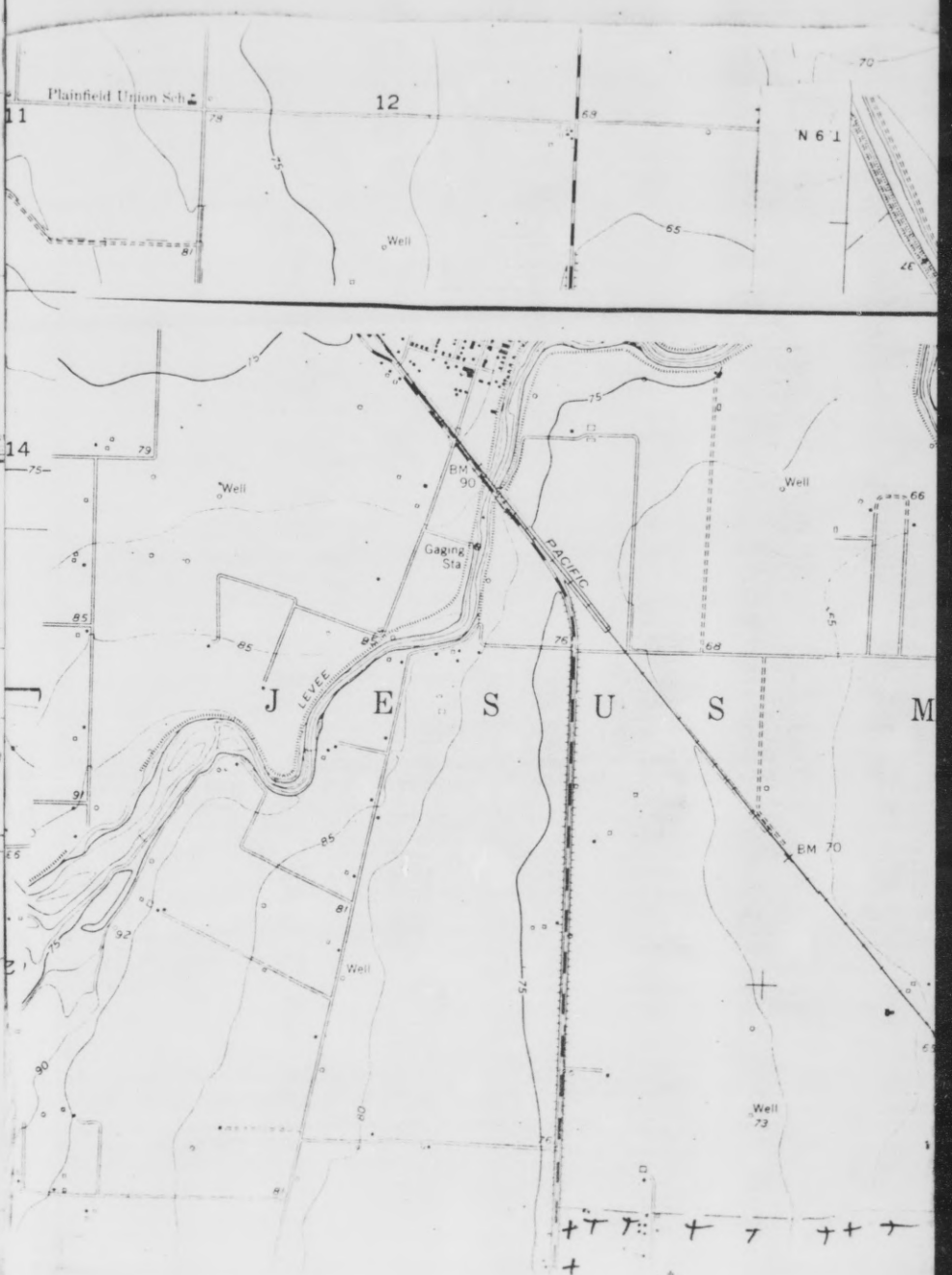


EXHIBIT-A - ++++ MARKS BOUNDARIES

#3

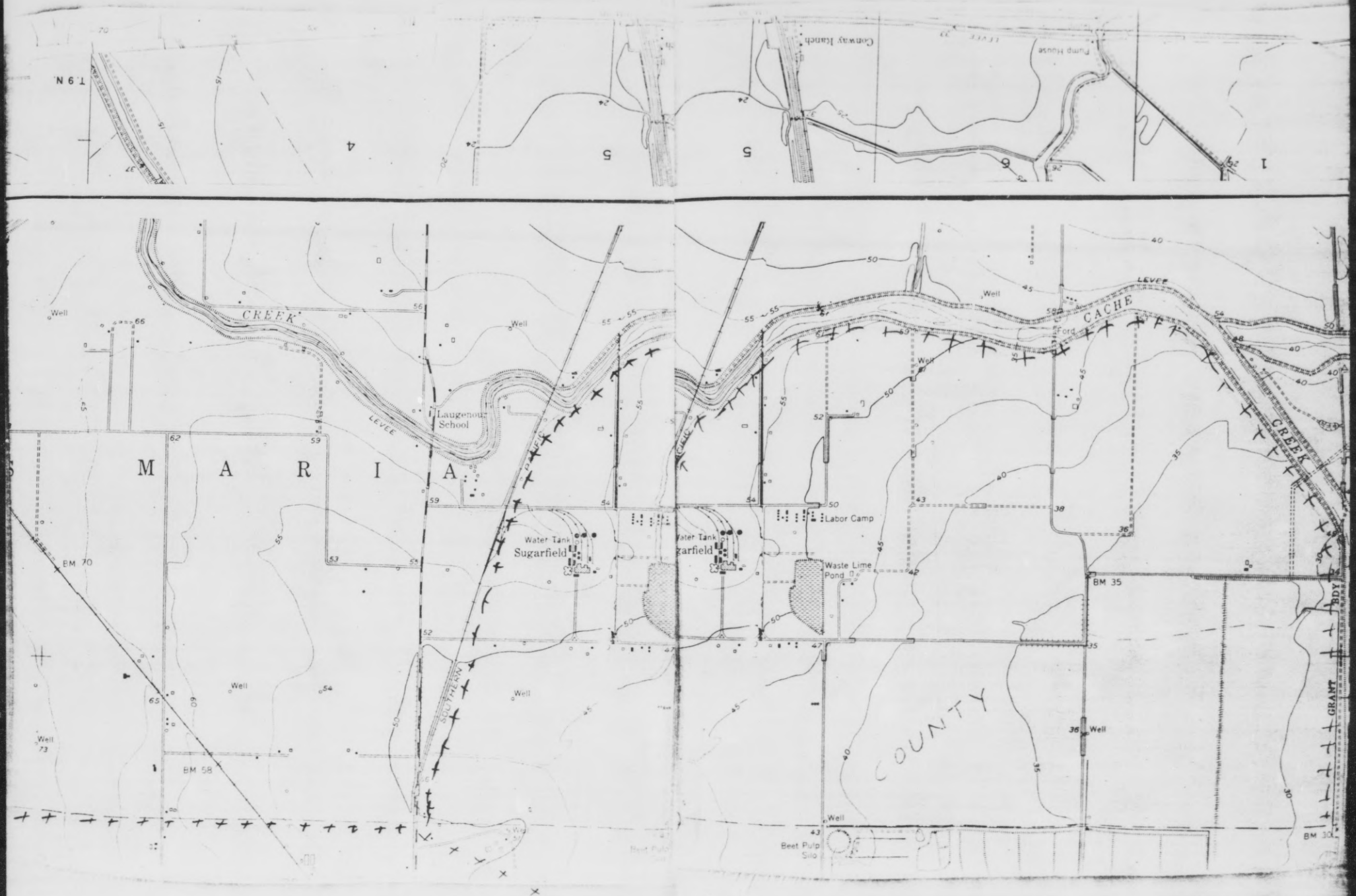

DISPOSAL AREA
PACIFIC
Sewage Disposal
Landing Field
Well
28
27
26
Hebron
SACRAMENTO
RIVER
ROAD
NORTHERN
33
34
35
Well
Willow Spring Union School
COUNTY
Windmill
4
3
2
AIRPORT

#4


Plainfield Union Sch
11
12
Well
N 6 1
14
BM 90
Gaging Sta
PACIFIC
LEVEE
J E S U S M
BM 70
Well

#5

#6


T 9 N
Conway Ranch
Pump House
LEVEE
CREEK
Well
Laugenour School
M A R I A
Water Tank
Sugarfield
Labor Camp
Waste Lime Pond
BM 70
BM 58
BM 35
SOUTHERN PACIFIC
CACHE
Ford
COUNTY
GRANT
BDY
Beet Pulp Silo
BM 30

Agreement No. 70-275

Davis, California

March 1, 1970

STONEGATE INVESTMENT COMPANY, LTD.,

a limited partnership

Grantor

FILED

MAR 10 1970

LAURENCE P. HENIGAN, Clerk

By Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 70-9 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Section 7 and 8, T. 8 N., R. 2 E., M.D.B. & M., Yolo County, California, more fully described as follows:

COMMENCING at the Northwest corner of that certain 107.525 acre parcel of land shown on the Record of Survey filed in Book 9 of Maps and Surveys at Page 27 in the Office of the Recorder of the County of Yolo; thence South 00°01'06 East 33.01 feet along the West line of said 107.525 acre parcel to the South right of way line of County Road No. 31, THE TRUE POINT OF BEGINNING; THENCE Easterly along said South right of way line the following two courses: (1) South 88°44'21" East 92.32 feet, (2) South 88°54'22" East 908.68 feet to the East line of said 107.525 acre parcel; thence South 00°01'06" East 17.00 feet along said East line; thence North 88°54'22" West 909.12 feet along a line parallel with and 17.00 feet South of said South right of way line of County Road No. 31; thence North 88°32'24" West 91.89 feet to the West line of said 107.525 acre parcel; thence North 00°01'06" West 16.68 feet along said West line to the true point of beginning.

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Containing 0.390 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $1,560.00 for the property as conveyed by Grant Deed No. 70-9 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 61207 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

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C. During construction of this project (known as County Road 31, Work Order No. 4155) and prior to completion, the County will construct gravel driveway aprons with necessary roadside culverts (15" Min. I.D.) at the following locations:

Engineers Station	Top Width
9 + 10 Rt.	20'

It is mutually understood and agreed that upon completion of the driveways and culverts above mentioned, they shall be considered as encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: March 1, 1970

Stonegate Investment Co. Limited
by [signature]
Grantor

[signature]

Recommend for Approval,

By [signature]

COUNTY OF YOLO

[signature]
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Fiched

Approved as to Form
Date: [illegible]
[signature]
County Counsel of Yolo County

FILED

APR 13 1970

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

YOLO COUNTY
AGREEMENT NO. 70-276

03-Yol-505 13.6/22.4

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 9th day of March, 19 70, by and between the STATE OF CALIFORNIA, acting by and through the Transportation Agency, Department of Public Works, Division of Highways, hereinafter for convenience referred to as the "State," and the COUNTY OF YOLO, hereinafter for convenience referred to as the "County,"

W I T N E S S E T H:

WHEREAS, the California Highway Commission has adopted a resolution on February 17, 1954, declaring that certain portion of State Highway Route 505 in the County of Yolo between County Road No. 19 and Route 5 near Dunnigan to be a freeway; and

WHEREAS, the State and the County have heretofore executed a Freeway Agreement dated December 2, 1963, with respect to the portion of said route between 2-3/4 miles north of Madison and Route 5; and

WHEREAS, the plan for said freeway has since been revised in certain particulars, with respect to said portion, and a new plan map has been prepared, showing the revised plan of the State as it affects county roads, including provisions for closing county roads, for carrying county roads over or under or to a connection with such freeway for relocation of county roads, and for construction of frontage roads and other local roads;

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NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes the freeway agreement dated December 2, 1963, in its entirety. In lieu thereof, the County agrees and consents to the closing of county roads, relocation of county roads, construction of frontage roads and other local roads, and other construction affecting county roads, all as shown on the plan map attached hereto marked "Exhibit A," between 2-3/4 miles north of Madison and Route 5 and made a part hereof by this reference.

2. The State in the construction of said freeway will, at the State's expense, make such changes affecting county roads in accordance with the said plan map attached hereto or as the same may hereafter be modified by mutual agreement between the parties hereto. The State may, at the State's expense, install signs, signals and other traffic control devices at appropriate locations to be determined by the State in order to regulate, warn or guide traffic upon the highways.

3. The State agrees to acquire all necessary right of way as may be required for construction, reconstruction or alteration of County roads and frontage roads, and the County hereby authorizes the State to acquire in its behalf all such necessary right of way.

4. The County will accept control and maintenance over each of the relocated or reconstructed county roads, and the frontage roads and other State constructed local roads on notice to the County Road Commissioner from the State that the work thereon has been completed, except as to any portion thereof which is adopted by the State as a part of the freeway proper. The County will also accept

Micro Filmed

title to the portionsof such roads lying outside the freeway limits, upon relinquishment by the State.

5. The grade separations shown on plan map Exhibit "A" will either be underpasses or overpasses as detailed engineering studies may determine will best fit the locality. It is understood between the parties that the right of way may be acquired in sections or units and that, both as to the acquisition of right of way and the construction of the freeway project, the obligations of State hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. This agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment through State and County cooperation of the whole freeway project for the benefit of the people of the State and of the County.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

APPROVED:

Asst. State Highway Engineer

APPROVED AS TO FORM

Attorney (State)

STATE OF CALIFORNIA
BUSINESS AND TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS

JAMES A. MOE
Director of Public Works

By
R. T. SOUDERBERG
Assistant Director

MAR 31 1970

THE COUNTY OF YOLO
A body politic

By
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Attest:

Approved as to Form
County Counsel of Yolo County

Micro Fiched

Book

FILED
MAR 23 1970
LAURENCE P. HENIGAN, Clerk
By Peta E. Lucas
Deputy

AGREEMENT NO. 70-277

THIS AGREEMENT dated this 23rd day of March, 1970, by and between UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, a corporation, hereinafter referred to as CENTER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

RECITALS:

1. COUNTY is operating a Youth Service Bureau that maintains its office at the Broderick Christian Center operated by CENTER.
2. COUNTY desires to provide certain secretarial services for the Coordinator of that Bureau.
3. CENTER is willing to provide such services.

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AGREEMENTS:

1. In accordance with the terms and conditions of this agreement CENTER agrees to provide the following services for the Coordinator of the Youth Service Bureau operated by COUNTY at the Broderick Christian Center:
   A. Telephone answering and message taking service for eight (8) hours a day exclusive of holidays.
   B. The services of a secretary as may be required not in excess of three (3) hours per day exclusive of holidays for the purpose of typing, taking dictation, duplicating, and other office procedures.
   C. Office equipment necessary for such secretarial services including current telephone equipment, typewriter, duplicating machine, and office furniture.
   D. Increased secretarial time shall be made available to meet emergency or urgent situations.

2. In accordance with the terms and conditions of this agreement, COUNTY agrees as follows:

A. To pay CENTER for such service monthly at the rate of One Hundred Seventy-five & No/100 ($175.00) Dollars.

B. Any additional telephone equipment required in connection with such service shall be provided at the expense of COUNTY.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. The term of this agreement shall commence on March 1st, 1970, and shall continue until terminated by either party upon thirty (30) days' written notice.

B. No alterations or variations in the term of this agreement shall be valid unless made in writing and signed by the parties hereto and no oral understandings or agreements not incorporated herein, and no alterations or variations of the term hereof unless so made shall be binding on the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Original signed by Wm. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. MENIGAN, CLERK

BY Original signed by Wm. E. Duncan DEPUTY

(SEAL)

UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA

BY Accord O. Cooper
President

(SEAL)

Agreement No. 70-278

Woodland, California

March 16, 1970

John DeBo, Jr.
Grantor

FILED
MAR 26 1970
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 70-10 in the form of a Grant Deed, covering the following described property:

A 30.50 foot wide strip of land being a portion of the East half of the Northwest Quarter of Section 25, T. 10 N., R. 2 E., M.D.B. & M., Yolo County, California, more fully described as follows:

COMMENCING at the Northwest corner of said Section 25, as said corner appears of record on the Record of Survey filed in Book 9 of Maps and Surveys at Page 69 in the Office of the Recorder of the County of Yolo; thence South 89°22'10" East 1,320.08 feet along the North line of said Section 25 to the Northwest corner of the East half of said Northwest Quarter, THE TRUE POINT OF BEGINNING; THENCE continuing along said North line South 89°22'10" East 1,320.08 feet to the Northeast corner of the East half of said Northwest Quarter; thence South 00°09'55" West 30.50 feet along the East line of East half of said Northwest Quarter; thence North 89°22'10" West 1,320.11 feet along a line parallel with and 30.50 feet South of said North line of Section 25 to the West line of the East half of said Northwest Quarter; thence North 00°12'22" East 30.50 feet along said West line to the true point of beginning.

Micro Fiched

Containing 0.924 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $744.00 for the property, including any damage to crops lying within the above described parcel, as conveyed by Grant Deed No. 70-10 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 61211 with Western Title Guaranty Company of Woodland.

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B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. Maintain existing 16" irrigation pipe located at Engineer's Station 18 + 58 and lying within the limits of the above described parcel. County further agrees to repair, or cause to be repaired any damages that may be caused by its construction operations. Grantor agrees to permit County to take whatever steps it deems necessary to protect the

pipe including the placement of a permanent concrete cap over the pipe.

Maintenance or repairs shall extend only for the time period of construction of this project (Work Order No. 4145).

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: MARCH 16, 1970

Grantor

Recommended for Approval,

By

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
MAR 26 1970
County Counsel of Yolo County

Micro Fiched

FILED
MAR 24 1970
LAURENCE P. HENIGAN, Clerk
By PETE F. LUCAS Deputy

AGREEMENT NO. 70-279

THIS AGREEMENT made and entered into this 23rd day of March, 1970, by and between F. J. SCOGGINS, hereinafter referred to as CONTRACTOR and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, COUNTY desires to assure competent maintenance services for the Yolo County Dump located at Knights Landing,

NOW, THEREFORE, IN CONSIDERATION of the promises of the parties hereto, it is mutually agreed as follows:

(1) It is understood and agreed that CONTRACTOR shall maintain the County Dump located at Knights Landing in an orderly manner and may use said dump for storage and destruction of garbage of all types which may be collected and deposited by CONTRACTOR. CONTRACTOR shall not permit the dumping of dead animals and/or poultry in said dump;

(2) It is further understood and agreed that the deposit of the said garbage and refuse shall be subject to supervision and direction of the Yolo County Health Department and all State and county regulations and CONTRACTOR shall maintain said dump to conform to the regulations and requirements of the Yolo County Health Department and all State and county regulations;

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(3) It is further agreed and understood that CONTRACTOR shall retain all salvage rights in or to any matter which is deposited in said dump and that said dump shall be opened to the general public for the storage and deposit of garbage and refuse at all reasonable times and without charge;

(4) It is understood and agreed that COUNTY shall pay to the CONTRACTOR the sum of ONE HUNDRED and NO/100 ($100.00) DOLLARS

per month, payable monthly for the services rendered under this agreement;

(5) The term of this agreement shall commence on April 1st, 1970, and this agreement shall supersede all previous agreements between the parties;

(6) It is hereby mutually agreed by and between the parties hereto that CONTRACTOR is an independent contractor under this agreement and is not an agent or employee of COUNTY.

(7) It is further agreed between the parties that this agreement may be cancelled and terminated by either party hereto by the giving of a thirty-day written notice of intention to cancel or terminate said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

F. J. Scoggins
F. J. SCOGGINS

Micro Fiched

ED

AUGUST 16, 1966
MAIL
LAURENCE P. HENIGAN, County Clerk
By

STREET OR HIGHWAY EASEMENT

YOLO COUNTY
AGREEMENT NO. 70-200

This Indenture, made this 23rd day of March, 1970, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future, railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within one (1) year from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

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10. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is understood and agreed that Sections 13 to 16, inclusive, on the Insert hereto attached are hereby made parts of this indenture.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By _____
(Title) Vice President

Attest: _____
Assistant Secretary

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

By LAURENCE P. HENIGAN, County Clerk
Clerk, Board of Supervisors
By _____ Deputy Clerk

ADOX 942 PAGE 300

COUNTY OF YOLO)
) ss.

On March 27, 1970, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to be to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

OFFICIAL SEAL
AUDREY J. LUNT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 29, 1973

Audrey J. Lunt
NOTARY PUBLIC

My Commission Expires:

STATE OF CALIFORNIA,)
City and County of San Francisco) ss.

On this 29 day of April in the year One Thousand Nine Hundred and Seventy before me, John E. Jurgens, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared W. M. Jaekle and A. E. Hill, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

(65 Market St.)

JOHN E. JURGENS
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires June 13, 1973

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires June 13, 1973

BOOK 942 PAGE 301

Micro Fiched

RAF - VI - 21312/321-2 - 2/18/70

INSERT

Main Street, Crossing No. AE-103.3

Dunnigan, California

13. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install one (1) flashing light grade crossing signal with automatic gate arms and appurtenances on each side of Railroad's main line track and one (1) flashing light grade crossing signal and appurtenances on the southwesterly side of Railroad's spur track at said highway. Said protective devices, together with necessary actuating and operating circuits and adequate instrument housing, shall hereinafter be collectively referred to as "signals". Said signals shall be located approximately as indicated on the attached print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards. Such installation shall include removal of existing signal protection.

Grantee agrees to reimburse Railroad for fifty percent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals and removal of existing signal protection.

14. Railroad shall submit to Grantee a bill for sixty percent (60%) of Grantee's share of the estimated cost upon completion of work contemplated, which bill Grantee agrees to promptly pay. Should the actual cost prove upon completion of audit to be more or less than such estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad as the case may be.

15. After installation of said crossing protective signals has been completed, Railroad shall physically maintain them as long as they remain in place. The maintenance cost of said signals shall be apportioned in accordance with and pursuant to the provisions of Section 1202.2 of the Public Utilities Code, and the Grantee's liability therefor shall be limited to such funds as are set aside for allocation to the Public Utilities Commission pursuant to Section 1231.1 of the Public Utilities Code. The precise manner and method of determining applicable charges and manner and method of payment shall be governed by any applicable decisions of the California Public Utilities Commission.

16. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available, following execution of this indenture, and shall be completed within one (1) year thereafter.

Micro Fiched

VOL. 942 PAGE 302
OFFICIAL RECORDS
RECORDED AT REQUEST OF
YOLO COUNTY CLERK
MAY - 6 1970
At 10 Min. Past 10 O'clock A M
YOLO COUNTY, CALIFORNIA
Recorder
Yolo Co.

BOOK 942 PAGE 302

RAF - VI - 21312/321-2 - 2/18/70

EXHIBIT "A"

Main Street, Crossing No. AE-103.3

Dunnigan, California

All that certain piece or parcel of land situate, lying and being in Section 15, Township 12 North, Range 1 West, Mount Diablo Base and Meridian, in an unincorporated area of the County of Yolo, State of California, and more particularly described as follows:

Beginning at a point in the westerly line of land of Southern Pacific Transportation Company, that is distant 100.00 feet southwesterly, measured at right angles, from the center line of said company's main track (Davis to Tehama) at Engineer Station 933+09.05; thence from said point of beginning South 89° 59' West along said westerly line 148.83 feet to an angle point therein; thence continuing along said westerly line and also the easterly line of the 0.647 of an acre of land described in deed dated June 9, 1936 from Southern Pacific Railroad Company to State of California on a curve to the right having a radius of 3960 feet through an angle of 0° 25' 32" (tangent of said curve at last mentioned point bears North 17° 48' 03" West) an arc distance of 29.41 feet; thence North 89° 59' East leaving said westerly line 356.81 feet to a point in the easterly line of said company's land; thence South 29° 56' East along said easterly line 67.37 feet; thence South 89° 59' West 213.34 feet to a point in said westerly line; thence North 26° 56' West along said westerly line 35.93 feet to the point of beginning, containing an area of 0.389 of an acre, more or less.

Micro Fiched

The above described real property is shown on the print of Railroad's Sacramento Division Drawing O-2236, dated May 13, 1968, attached and made a part hereof.

*

*

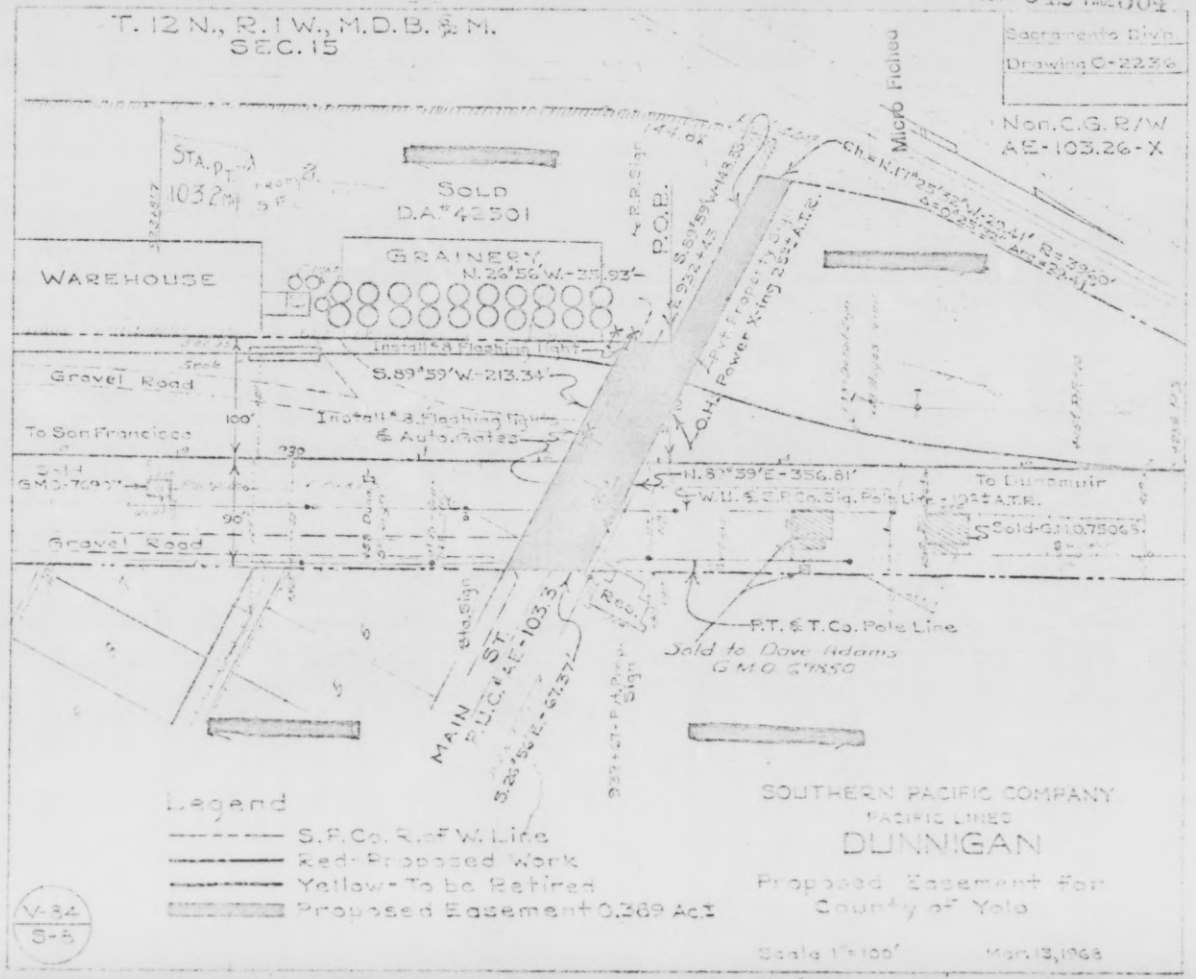
*

*

BOOK 942 PAGE 303

EXHIBIT "A"

BOOK 342 PAGE 304



To:

Auditor
Co. Counsel
Public Works
Southern Pacific Co.

BOARD OF SUPERVISORS
Yolo County, California

Date: March 23, 1970
Entry No. 36

File:
RAILROADS- SOUTHERN PACIFIC-
Protection Crossing Devices.

AGREEMENT BOOK NO. 10

MINUTE ORDER NO. 70-351: APPROVED AGREEMENT NO. 70-280, WITH THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RELATIVE TO INSTALLATION OF AUTOMATIC CROSSING GATES AT MAIN STREET IN DUNNIGAN, CALIFORNIA, AE-103.3 CROSSING, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN SAID AGREEMENT.

Upon motion of Supervisor Stephens, seconded by Supervisor Edmonds, and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Edmonds, Bell, Espigares, Stephens, Duncan.

Noes: None.

Absent: None.

4815

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BOOK 942 PAGE 305

FILED
MAR 30 1970
LAWRENCE P. HENGEL, Clerk
By Barbara Bolger
Deputy

AGREEMENT NO. 70-281

THIS AGREEMENT dated this 28th day of March, 1970, by and between JOHN M. STREET and ROBERT J. HINDS, hereinafter referred to as SELLERS, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

SELLERS agree to sell and COUNTY agrees to purchase the hereinafter described real property upon the terms and conditions hereinafter set forth:

1. The real property referred to above is located in the County of Yolo, State of California, and is more particularly described in Exhibit "A" attached hereto and made a part hereof as if set forth in full.
2. The purchase price is the sum of $25,000.00.
3. COUNTY possesses the power of eminent domain and is acquiring the property pursuant to this agreement in lieu of the condemnation thereof, and SELLERS intend to sell the property pursuant to this agreement under the threat of such condemnation.
4. COUNTY agrees as follows:

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(a) To deposit the purchase price in escrow with Western Title Guaranty Company, Second and Court, Woodland, California, within sixty (60) days of the consummation of this agreement by it pursuant to the provisions of Government Code Section 25350.

(b) To cause to be made at its own expense a survey performed by a registered civil engineer or licensed land surveyor and a record of survey to be filed with the County

Recorder of the County of Yolo.

(c) To provide vehicular access for SELLERS to Gibson Road from SELLERS' property adjacent to the Northwest Corner of the property described in Exhibit "A" by either

(1) Construction of a culvert sufficient to provide truck access directly to Gibson Road, or

(2) Permitting vehicular access to Gibson Road at a location chosen by COUNTY within the northerly 25 feet of the property described in Exhibit "A" and construction of a culvert westerly thereto to permit such vehicular access so long as SELLERS' adjacent property is used for agricultural purposes.

5. Title is to be free from all liens, encumbrances, easements, restrictions, rights and conditions of record or known to SELLERS with such exceptions as are acceptable to COUNTY. SELLERS shall furnish to COUNTY at COUNTY'S expense a standard form California Land Title Insurance policy insuring title in COUNTY subject only to liens, encumbrances, easements, restrictions, rights and conditions of record acceptable to COUNTY. If SELLERS fail to deliver title as herein provided, then either party hereto may terminate this agreement, or the parties may mutually agree in writing that SELLERS shall have sixty (60) days thereafter in which to remove all defects in title objectionable to COUNTY. COUNTY shall notify SELLERS of any objections to the state of title within ten (10) days following receipt of a preliminary title report to be paid for by COUNTY, and the parties shall then have ten (10) additional days to elect to terminate this agreement or to clear title.

Micro Filmed

6. SELLERS shall pay all property taxes which are due and payable on the closing date. Taxes will not be prorated but SELLERS will seek appropriate refund pursuant to Revenue & Taxation Code Sections 4986 and 5096.

7. Title shall vest as follows: COUNTY OF YOLO, a political subdivision.

8. SELLERS agree as follows:

(a) To pay all acknowledgment and recording fees incurred in this transaction and for any documentary stamps required.

(b) To permit the entry upon said premises upon the execution of this agreement of surveyors or engineers for the purpose of surveying said property and of persons required to perform the investigation required by COUNTY for the preparation of plans and specifications for improvements to be constructed thereon.

9. COUNTY shall have the right to enter into possession of the property upon the close of escrow.

10. Escrow instructions signed by SELLERS and COUNTY shall be delivered to the escrow holders within twenty (20) days from the COUNTY'S acceptance hereof, or the date of the preliminary title report, whichever is the later, and shall provide for closing within sixty (60) days from the opening of escrow, subject to written extension signed by SELLERS and COUNTY.

11. This agreement is conditioned upon consummation of the purchase in accordance with the procedures set forth in Government Code Section 25350.

Micro Filmed

12. This agreement is conditioned upon a favorable report and recommendations pursuant to law of the Planning Commission having jurisdiction over the property.

13. This agreement is conditioned upon the grant to COUNTY by the City of Woodland of sufficient vehicular access so as to enable the property described in Exhibit "A" to be used for animal control facility purposes.

14. Time is of the essence of this agreement.

15. SELLERS signature hereon constitutes an offer to sell the real estate described above. Unless acceptance hereof is

signed by COUNTY in thirty (30) days hereof, this offer shall be deemed revoked.

IN WITNESS WHEREOF, SELLERS have executed this agreement the day and year first above written.

John M. Street
JOHN M. STREET

Robert J. Hinds
ROBERT J. HINDS

IN WITNESS WHEREOF, the COUNTY OF YOLO has executed this agreement on the 30th day of March, 1970.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Filmed

A parcel of land situate in the Northeast quarter of Section 3 Township 9 North, Range 2 East, M.D.B. & M., Yolo County, California, more fully described as follows:

COMMENCING at the Northeast corner of said Section 3, as said corner appears of record on that Record of Survey filed in Book 9 of Maps and Surveys pages 25 and 26, in the Office of the Recorder, of the County of Yolo, California; thence North 89°53'44" West 1,024.54 feet along the North line of said Section 3; thence South 00°06'16" West 55.00 feet to the TRUE POINT OF BEGINNING; THENCE South 00°06'16" West 486.69 feet; thence South 89°53'44" East 466.69 feet; thence North 00°06'16" East 486.69 feet; thence North 89°53'44" West 466.69 feet to the true point of beginning.

Containing 5.214 acres

Micro Fiched

Exhibit "A"

FILED

APR 21 1970

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers
Deputy

APR 8 1970

Contract No. C-74

YOLO COUNTY AGREEMENT NO. 70-282

STANDARD COUNTY ESTIMATE CONTRACT

THIS AGREEMENT made and entered into this 1st day of March, 1970, at Sacramento, California, by and between DEPARTMENT OF FINANCE of the State of California, hereinafter called the Department, and the County of Yolo, hereinafter called the County;

W I T N E S S E T H:

WHEREAS, it is provided in Revenue and Taxation Code, Section 11005.6, that any county or city and county whose population has increased substantially since the last federal census and which has held an enumeration within the five year period preceding application, under the supervision of either the federal Bureau of Census or the Department of Finance, may apply to Department to estimate the increase in population, and

WHEREAS, said Section 11005.6 provides that Department may make the estimate if in the opinion of Department there is available adequate information upon which to base the estimate, and County has agreed to collect information required by the Department of Finance to prepare the estimate.

WHEREAS, County desires to have Department estimate the increase in population of County and Department is willing to make such estimation, provided adequate information is available upon which to base the estimate,

NOW, THEREFORE, it is hereby mutually agreed between the parties hereto as follows:

1. County shall provide such data as are requested by Department in order that Department may determine whether adequate information is available upon which to base an estimate of population of County. In the

Micro Fiched

event Department determines that there is not adequate information upon which to base an estimate of population it shall inform County and shall make available to County the basis for this determination and in such case Department shall render no further services hereunder. However, should Department determine that there is adequate information upon which to base an estimate of population, Department agrees to proceed to perform such further work as it deems necessary in order to make an estimate of population of County. Upon completion of such estimate of population Department shall officially certify the figure at the earliest practicable date. County agrees to accept as final the estimate as officially certified. Prior to the official certification Department may transmit to County a statement, to be regarded as preliminary and subject to change, of the estimate of population and of the basic data used in its preparation. It is further mutually understood and agreed that Department shall have full and complete charge in the selection and application of the method or methods used in estimating the population of County and that County shall certify as to the accuracy of all information furnished from local records for use in preparation of said estimate of population. It is agreed that all information developed during the preparation of the estimate becomes the property of the Department of Finance.

2. Upon completion of said estimate of population, County agrees to reimburse Department for all costs incurred by Department in connection with the performance of this agreement. The charge for said estimate to be calculated as follows:

a) from a maximum sum of $ 860.00 to cover over-all

Micro Fiched

administrative costs of preparing the estimate including time and materials incident to gathering information for the estimate and other special field work as required.

b) will be subtracted an amount equal to one-half the sum of amounts collected from cities within County for estimating their populations, providing certification is for the same date or for one within a month of the same date as that of the County, to a minimum of $ 550.00 . In cases of cities within County having enumerations as well as estimates, the calculation is applied only to that part of their total billings reflecting the usual Department of Finance fee.

3. Department shall furnish a statement to County of amount due from County as hereinabove provided upon the completion of the services to be rendered under this Agreement by Department and County agrees to pay Department the amount due as shown in such statement within 30 days after receiving such statement.

IN WITNESS WHEREOF the parties hereto have subscribed their names, the date and the year first above written.

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
Title: Deputy Clerk

Approved as to form
Date MAR - 2 1970
County Counsel of Yolo County

COUNTY OF Yolo

By _____
Title: CHAIRMAN OF THE BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

STATE OF CALIFORNIA
VERNE ORR
Director of Finance

By Original Signed By
H. W. Lazansky

Micro Fiched

Form BD-192A
Regular Estimate (County)
013169 (rev.)

FILED
MAR 30 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS
Deputy

AGREEMENT NO. 70- 283

THIS AGREEMENT made and entered into this 30th day of March, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and STANLEY SCHILLING, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

WHEREAS, the COUNTY desires physician services at the Yolo General Hospital due to a shortage in its medical staff; and

WHEREAS, PHYSICIAN is a duly qualified and licensed physician and surgeon and is well qualified to provide such emergency medical services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

1. PHYSICIAN agrees to provide medical care of geriatric patients housed in the North Wing of Yolo General Hospital.

Micro Filmed

2. COUNTY agrees as follows:

a. To provide physician service to geriatric patients during the absence of PHYSICIAN from Yolo General Hospital.

b. To pay PHYSICIAN the sum of Six Hundred and NO/100 ($600.00) Dollars per month as compensation for services rendered pursuant to this agreement.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. PHYSICIAN shall be entitled to fifteen (15) working days per year absence without reduction in compensation.

b. In the performance of the work duties and obligations devolving upon him under this agreement, PHYSICIAN is at all times acting and performing as an independent contractor

practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and function except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practice in his profession and that the sole interest of COUNTY is to assure that said work and function shall be performed and rendered in a competent, efficient and satisfactory manner.

c. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

d. This agreement shall commence on April 1, 1970, 1970, and shall remain in full force and effect until terminated by either party upon thirty (30) days' written notice to the other of such intention.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Thomas
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

Micro Fiched

Stanley Schilling M.D.
STANLEY SCHILLING, M.D.
PHYSICIAN

AGREEMENT NO. 70-284

FILED

APR 20 1970

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

JOINT USE AGREEMENT

THIS AGREEMENT, entered into this 21st day of March, 1970, by and between OCCIDENTAL PETROLEUM CORPORATION, hereinafter called "Company", and the COUNTY OF YOLO, hereinafter called "County."

WITNESSETH

WHEREAS, Company is the owner in possession of certain rights of way and easements, hereinafter referred to as "Company's easements", described and recorded in the following referenced documents and hereinafter referred to as "areas of common use":

	Date Ex.	Date Rec.	Vol.	Page
1a.	8/23/65	2/14/66	820	352
b.	9/08/65	2/14/66	820	356
2a.	8/18/65	2/14/66	820	378
b.	9/15/65	2/14/66	820	382
3a.	7/17/65	2/14/66	820	384
b.	9/08/65	2/14/66	820	388
4a.	7/17/65	2/14/66	820	373
b.	9/08/65	2/14/66	820	376
5a.	7/23/65	2/14/66	820	347
b.	9/10/65	2/14/66	820	350
6a.	9/04/65	2/14/66	820	338
b.	9/12/65	2/14/66	820	342
7a.	8/06/65	2/14/66	820	363
b.	9/09/65	2/14/66	820	366

The above documents are recorded in the Office of the Recorder of the County of Yolo, State of California, to which reference is hereby made for particular details.

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and

WHEREAS, County has acquired or will acquire certain lands for the widening of County Road No. 152, also known as Clarksburg Road, in the vicinity of Clarksburg, County of Yolo, which said County right-of-way is subject to the Company's easement, and

WHEREAS, Company's facilities installed pursuant to Company's easement will not interfere with the widening of County Road No. 152.

NOW, THEREFORE, Company and Agency hereby mutually agree as follows:

1. County hereby agrees to the construction, reconstruction, maintenance or use, by Company, of its facilities within the area of common use described herein.

2. Company hereby consents to the construction, reconstruction, maintenance or use by County of its right of way for the widening, reconstruction and maintenance of County Road No. 152 over, along and upon Company's right of way subject to Company's right to use said right of way for all of the purposes for which Company's easement was acquired and to the terms and conditions herein contained. Company does not by this agreement and shall not be deemed to subordinate its rights in the area of common use to any use which County shall make of said area.

3. Company and County acknowledge the priority of title of each other wherever applicable in the area of common use as described by reference herein and as shown on the map entitled Exhibit "A" attached hereto and made a part hereof.

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4. In the event that the future use of said County Road shall at any time or times necessitate rearrangement, relocation or reconstruction of any of Company's works then existing in said area of common use, County shall notify Company in writing of such necessity and agree to pay the cost of such rearrangement, relocation or reconstruction of Company's works following approval of all plans and specifications for the said rearrangement, relocation or reconstruction by the Company, which approval shall not be unreasonably withheld.

5. Company shall pay the cost of any construction, rearrangement, modification, alteration or relocation of County's facilities in the area of common use when such construction, rearrangement, modification, alteration, or relocation is requested or undertaken by Company, and Company shall submit to County for approval prior to award of contract, all plans and specifications of any proposed construction, modification or alteration by Company of County's facilities within the area of common use, which approval shall not be unreasonably withheld.

6. County shall pay the cost of repair and maintenance of County's facilities, located in the area of common use at its sole expense, and for any construction, rearrangement, modification, alteration or relocation not requested or undertaken by Company.

7. Company or its assignees shall maintain, repair, and replace its facilities located in the area of common use at its sole expense, excepting damage resulting from the use by County.

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8. Company, when working within the area of common use, shall comply with the following provisions:

(a) Except in emergencies, Company shall give reasonable notice to County before performing any work in the area of common use when such work will be performed in or on the traveled way or improved shoulders of the roadway, or will obstruct traffic.

(b) In all cases, Company shall make adequate provisions for the protection of the traveling public and provide such barricades and safety devices as are required on highway construction projects.

(c) All work shall be planned and carried out so there will be minimum inconvenience to the traveling public.

(d) All work shall be replacement in kind, conform to the existing facilities as to width of the roadway and depth of the surfacing thereof, and shall be subject to inspection by County.

9. Company and County shall use said area of common use in such a manner as not to unreasonably interfere with the rights of the other.

10. County shall submit to Company for approval, all plans and specifications of any proposed construction, reconstructions, modifications, or alteration by County of its facilities which are within or may affect the area of common use, which approval shall not be unreasonably withheld.

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11. "County agrees to indemnify Company against and to hold Company harmless from any loss of or damage to any property, or injury to or death of any person whomsoever, proximately caused in whole or in part by any negligence of County or its contractors, or by any acts for which County or its contractors are liable without fault in the exercise of its rights hereunder; save and except in those instances where such loss or damage or injury or death is proximately caused in whole or in part by any negligence of Company or its contractors, or by any acts for which Company or its contractors are liable without fault."

12. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

OCCIDENTAL PETROLEUM CORPORATION,
a California Corporation

(Seal)

By _____
VICE PRESIDENT

_____
ASSISTANT SECRETARY

Approved as to Form
Dated APR 10 1970

_____
County Counsel of Yolo County

COUNTY OF YOLO

By _____
Chairman of the Board of Supervisors
County of Yolo, State of California

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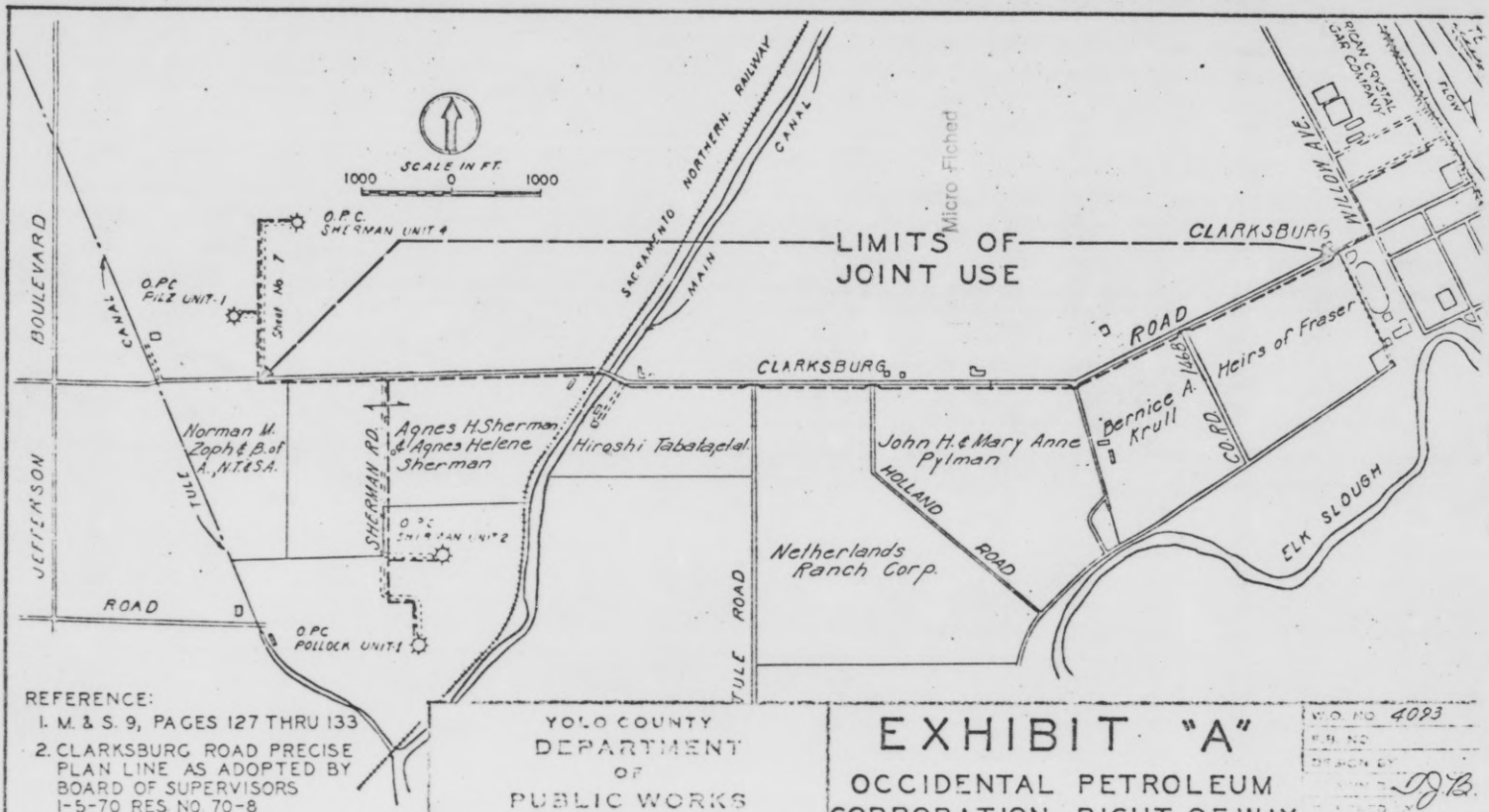

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REFERENCE:

1. M. & S. 9, PAGES 127 THRU 133
2. CLARKSBURG ROAD PRECISE PLAN LINE AS ADOPTED BY BOARD OF SUPERVISORS 1-5-70 RES. NO. 70-8
3. ORDINANCE NO. 538

---16.5' O.P.C. PIPE LINE EASEMENT

YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
[illegible] LINCOLN AVENUE
[illegible] LAND, CALIFORNIA

9684

3/74 70

EXHIBIT "A"

OCCIDENTAL PETROLEUM CORPORATION RIGHT OF WAY

[16.5' (1 ROD) EASEMENT]

W.O. NO. 4093
P.B. NO.
DRAWN BY DB.
SHEET 1
OF 1 Sheet

(41)

Agreement No. 70-285

FILED

APR 13 1970

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

_____, California

_____, 1970

Andy Summ
Grantor

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 70-11 in the form of a Grant Deed, covering the following described property:

A 14.50 foot wide strip of land being a portion of the West half of the Northwest Quarter of Section 25, T. 10 N., R. 2 E., M.D.B. & M., Yolo County, California, more fully described as follows:

COMMENCING at the Northwest corner of said Section 25, as said corner appears of record on the Record of Survey filed in Book 9 of Maps and Surveys at Page 69 in the Office of the Recorder of the County of Yolo; thence South 89°22'10" East 20.00 feet along the North line of said Section 25; thence South 00°14'50" West 16.00 feet to the South right of way line of County Road No. 20, THE TRUE POINT OF BEGINNING; THENCE South 89°22'10" East 1,300.09 feet along said South right of way line to the East line of said West half of the Northwest Quarter of Section 25; thence South 00°12'22" West 14.50 feet along said East line; thence North 89°22'10" West 1,300.10 feet along a line parallel with and 14.50 feet South of said South right of way line of County Road No. 20 to the East right of way line of County Road No. 97; thence North 00°14'50" East 14.50 feet along said East right of way line to the true point of beginning.

Containing 0.433 acres.

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has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $692.80 for the property as conveyed by Grant Deed No. 70-11 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 61210 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

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Dated: MARCH 20, 1970

Andy Gumm

By Walter J. Gumm

Grantor

Approved as to Form
Dated APR 10 1970
County Counsel of Yolo County

Recommended for Approval,

By

COUNTY OF YOLO

W. E. Duncan

Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

APR 20 1970
LAURENCE P. HONGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 70-286

(Agreement for Services as Medical Director)

THIS AGREEMENT made and entered into this 20th day of April, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RAYMOND W. SHAMP, M. D., hereinafter referred to as MEDICAL DIRECTOR,

W I T N E S S E T H:

RECITALS:

1. MEDICAL DIRECTOR is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain MEDICAL DIRECTOR'S services as the part time Medical Director of Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, MEDICAL DIRECTOR agrees to provide medical administration and planning for the care of emergency and indigent patients for whom the County is responsible under policies as set by the Board of Supervisors as follows:
   a. To supervise county physicians; and
   b. To make recommendations to the Board of Supervisors for the selection of county physicians; and
   c. To advise the Hospital Administrator as to the need for providing medical and/or hospital care to indigent and emergency patients at places other than Yolo General Hospital.
2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:
   a. To pay MEDICAL DIRECTOR the sum of $500 per month as

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compensation for services rendered pursuant to this agreement.

b. To provide insurance insuring MEDICAL DIRECTOR for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on April 1, 1970, and continue until written notice of cancellation is served by either party, at least 30 calendar days in advance of the date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this agreement, MEDICAL DIRECTOR is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which MEDICAL DIRECTOR shall perform his work and functions except that MEDICAL DIRECTOR does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

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c. MEDICAL DIRECTOR shall maintain professional standards as required by the Joint Commission on Accreditation.

d. MEDICAL DIRECTOR shall seek and maintain membership in the staff of Yolo General Hospital.

IN WITNESS WHEREOF, the parties hereto have executed this

agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

_____
RAYMOND W. SHAMP, M.D.

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AGREEMENT NO. 70-287

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 20th day of April, 19 70, by and between J. Bernell Harlan, Sr. and Theo Dumars, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. _____, heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19_____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. 70-55, filed in the Office of said Recorder on _____, 19_____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

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WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

_____

_____

_____

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

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BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

_____

_____

EXHIBIT "A"

J. Bernell Harlan and Theo Dumars

Assessor's Parcel Nos. 24-040-40 & 41

The S½ of Section 12, T9N, R1E, MD.B.&M.

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AGREEMENT NO. 70- 287-A

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 20th day of April, 1970, by and between J. BERNELL HARLAN, SR., hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve 43, heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. 70-55, filed in the Office of said Recorder on May 6, 19 70, and recorded in Volume 942 of Official Records at page 306), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural

economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the COUNTY; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-55 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

J. Bennell Harlan
Rt. 1, Box 510
Woodland, California.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

(SEAL)

COUNTY OF YOLO

BY W E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

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OWNER

J Bennell Harlan

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On May 6, 1970, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Pete E. Lucia
Deputy

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this 5th Day of May 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared J. Bernell Harlan, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 5th day of April, 1970.

LAURENCE P. HENIGAN, COUNTY CLERK
LAURENCE P. HENIGAN, COUNTY CLERK
By Pete E. Lucia
Deputy

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EXHIBIT "A"

J. Bernell Harlan, Sr.

Assessor's Parcel No. 24-040-40

The SW 1/4 of Section 12, T9N, R1E, M.D.B.& M.

Micro Fiched

AGREEMENT NO. 70-288

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 20th of April, 1970 by and between Martha Ensher

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. 69, heretofore established by the County by Resolution No. filed in the Office of the County Recorder of Yolo County on _____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the Map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT "A"

Martha Ensher

Assessor's Parcel Nos. 24-130-03, 24-130-12, 24-200-38, 24-210-01, 24-210-02

Tract beginning at the quarter Section corner between Sections 11 and 14, T9N, R3E, and running thence south 3960 feet to the center of the Tule Canal; thence up and along the said centerline of said canal about 7700 feet to a point therein bearing south 15° 50' west and distant about 1150 feet from the southwest corner of Swamp Land Survey No. 494; thence north 15° 50' east 1150 feet; thence south 54° east 51.94 chains to a point 20 chains west fro the center of Section 11, T9N, R3E, M.D.B.&M., thence south 40 chains and thence east 20 chains to the point of beginning.

Tract beginning at the southeast corner of SW¼ of Section 11, T9N, R3E; thence west 1320 feet; thence north 3606.60 feet to a point on the west bank of main drainage canal; thence north 69° 34' east 56 feet to centerline of said main drainage canal; thence along said canal south 28° 34' 30" west 3015.15 feet to an angle point therein; thence continuing along said centerline south 10 degrees 19' east 994.57 feet to a line drawn due east from the point of beginning; thence west along the line so drawn 352.20 feet to the point of beginning.

Tract beginning at a point on the northeast boundry line of that certain 32.30 acre Tract heretofore conveyed by Deed dated Dec. 7, 1921 and recorded April 8, 1922 in Book 102 of Deeds, page 392, said point being distant thereon southeasterly 5037.10 feet measured along said northeast boundry line from the northeast corner of said 32.30 acre Tract and running thence at right angles to said boundry line northeastly 2145.60 feet to the centerline of the main drainage canal of Reclamation District No. 785; thence south 33° 59' east 2211.4 feet; thence east 2067 feet; thence south 1820 feet; thence east along the south line of said Survey No. 303 to its intersection with the northwest line of that certain 190.88 acre tract of land heretofore conveyed by Deed dated Dec. 12, 1913 and recorded February 18, 1914 in Book 84 of Deeds, page 113; thence southwest along said northwest line of said 190.88 acre Tract to the most easterly corner of the 32.30 acre tract; thence northwesterly along the northeast boundry line of said 32.30 acre Tract 4312.90 feet to the point of beginning, being a portion of Sections 24 and 25, T9N, R3E, and a portion of Sections 19 and 30, T9N, R4E, M.D.B.&M.

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Tract beginning at the northwest corner of S.L.S. No. 293 and running thence south 2770.0 feet; thence north 33° 24' west 3718.4 feet to the southerly boundry line of S.L.S. No. 497; thence south 89° 58' east 2085 feet; thence south 17° 07' east 348.5 feet; thence south 89° 52' west 141 feet to the point of beginning.

Tract beginning at a point on the southerly boundry line of S.L.S. No. 497 and at the northeast corner of that certain 32.30 acre tract conveyed by deed dated December 7, 1921 and recorded April 8, 1922 in Book 102 of Deeds, at page 392, said point being 20 chains north and 177.60 feet east of the quarter section corner between Sections 14 and 23, T9N, R3E, MD.B.&M. and running thence southeasterly along the northeastern boundry line of said 32.30 acre tract of George Swanston 5037.10 feet; thence at right angles northeasterly 2145.60 feet, more or less, to the center line of the main drainage canal of Reclamation District No. 785; thence north 33° 59' west 3748.60 feet; thence west 2411.0 feet to the point of beginning, being portions of Sections 13, 14, 23 and 24, T9N, R3E, M.D.B.&M. EXCEPTING THEREFROM 5.693 acres deeded to the County of Yolo, 560 O. R., Page 551 and 584 O.R., Page 62.

Martha Ensher continued

All that portion of Swamp Land Survey No. 293 situate in T9N, R3E and R4E, M.D.B.&M. and in Sections 18, 19, 13 and 24, less 26.31 acres deeded in Book 77 of Deeds, at page 480.

Lots 1-A, 2-A, 3-A, 4, 5, 6, 7, 8, 9, 10-A, 11-A, 11-B, 12-A, 10-B, 31-B, 12-B, 13, 14, 15, 16, 17, 18, 19-A, 20-A, 21-B, 32-B, 33-A, 34, 35, 36, 38-A, 37-A and 39-B, River Gardens Subdivision, excepting therefrom 3.70 acres deed the County of Yolo for road purposes on January 14, 1959, O. R. 560, Page 556.

Micro Fiched

AGREEMENT NO. 70-289

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 20th of April, 1970, by and between Ethel L. Miller, Executor, Estate of Roy Husk, _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, state of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 69, heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT "A"

Ethel L. Miller, Executor, Estate of Roy Haskin

Assessor's Parcel Nos. 24-200-01, 02, 04, 06, 17 & 18

PARCEL NO. 1: A portion of Swamp Land Survey No. 491 Yolo County Surveys, being in T9N, R3E, M.D.B.&M., described to-wit:

Beginning at the southwest corner of Swamp Land Survey No. 491, Yolo County Surveys; thence along the south line of said Swamp Land Survey 491, north 79° east 7.23 chains; thence north 4° east 53.88 chains to the southerly bank of the Sacramento River; thence upstream along the southerly bank north 51° west 8.53 chains to the northwest corner of said Swamp Land Survey No. 491; thence along the west line of said Swamp Land Survey No. 491, south 4° west 60.65 chains to the point of beginning.

EXCEPTING THEREFROM the following described tract, to-wit:

Geginning at the northwest corner of said Swamp Land Survey No. 491 and on the southerly bank of the Sacramento River; thence South 51° East 350.0 feet downstream along said bank of the Sacramento River; thence leaving said river bank South 66° 16' West 241.8 feet; thence North 86° West 60.00 feet to the west line of Swamp Land Survey No. 491, a distance of 320 feet to the poing of beginning.

ALSO EXCEPTING the Westerly sixty feet of Swamp Land Survey No. 491, except the northerly 320.0 feet thereof.

Micro Fiched

PARCEL NO. 2: A portion of Swamp Land Survey No. 497, Yolo County Surveys, being in T9N, R3E, M.D.B.&M., described as follows to-wit:

Beginning at the Northeast corner of Swamp Land Survey No. 497, Yolo County Surveys; thence along the north line of said Swamp Land Survey No. 497, South 84° 59' West 2640 feet and North 89° 38' West 395.0 feet to the center of a drainage canal; thence following the center of said drainage canal, South 10° 35' East 791.5 feet and South 33° 14' East 2003.5 feet; thence 791.5 feet and South 33° 14' East 2003.5 feet; thence leaving the center of said drainage canal South 89° 47' East 2607.7 feet to the East line of said Swamp Land Survey No. 497, North 17° 00' West a distance of 2810.09 feet to the point of beginning.

EXCEPTING THEREFROM the East sixty feet.

PARCEL NO. 3: An undivided 3/4ths interest, in and to a portion of Swamp Land Survey Nos. 491 and 497, Yolo County Surveys, being in T9N, R3E, M.D.B.&M., described as follows:

Geginning at the northwest corner of Swamp Land Survey No. 491, Yolo County Surveys, and on the southerly bank of the Sacramento River; thence South 51°, East 350.0 feet downstream along the said bank of the Sacramento River; thence leaving said river bank South 66° 16' West 241.8 feet; thence North 86° West 60.0 feet to the West line of said Swamp Land Survey No. 491; thence North 4° East along the West line of said Swamp Land Survey No. 491, a distance of 320.0 feet to the point of beginning.

Also the Westerly sixty feet of Swamp Land Survey No. 491, except the Northerly 320 feet thereof.

Also the East sixty feet of the Northerly 3512.3 feet of Swamp Land Survey No. 497.

Containing 212.976 acres, more or less.

AGREEMENT NO. 70-290

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 20th of April, 1970, by and between Clarence E. & Clara P. Mattos

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, state of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. 69 _____, heretofore established by the County by Resolution No. 70-59 filed in the Office of the County Recorder of Yolo County on _____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the Map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT "A"

Clarence E. & Clara P. Mattos

Assessor's Parcel Nos. 24-200-07, 24-200-09, & 24-200-17

A portion of Swamp Land Survey No. 497, Yolo County Survey, being in T9N, R3E, M.D.B.&M., described as follows:

BEGINNING at a point on the east line of Swamp Land Survey No. 497, Yolo County Surveys, which bears S. 17° 00' E. 2810.9 feet from the Northeast corner of said S. L. S. No. 497, thence N. 89° 47' W. 2607.7 feet to the center of a drainage canal; thence along the center of said drainage canal S. 33° 14' E. 1810.5 feet to the South line of said S. L. S. No. 497; thence along the south line of said S. L. S. No. 497, S. 89° 47' E. 1325.6 feet to the west line of a 12.00 acre tract in the southeast corner of said S. L. S. No. 497; thence along said west line N. 0° 13' E. 840.6 feet to the northwest corner of said 12.00 acre tract; thence along the north line of said 12.00 acre tract S. 89° 47' E. 491.8 feet to the east line of said S. L. S. No. 497; thence along the east line of said S. L. S. No. 497, N. 17° 00' E. 701.4 feet to the point of beginning, except the east 60 feet thereof containing 68.265 acres of land more or less.

And the tract of land known as "C. M. G. 12 acres" in the subdivision known as "River Gardens", a subdivision of Swamp Land Survey No. 497.

An undivided ¼ interest in a portion of Swamp Land Survey No. 491, Yolo County Surveys, being in T9N, R3E, M.D.B.&M., described as follows:

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BEGINNING at the Northwest corner of Swamp Land Survey No. 491, Yolo County Surveys, and on the Southerly bank of the Sacramento River; thence South 51° E. 350.00 feet downstreat along the said bank of the Sacramento River; thence leaving said river bank South 66° 16' West 241.8 feet; thence North 86° W. 60.0 feet to the West line of said Swamp Land Survey No. 491; thence North 4° E. along the West line of said Swamp Land Survey No. 491, a distance of 320.00 feet to the point of beginning.

Lots 1, 2, 3, 4, 8, 9, 10, 11A and 11B, of C. M. Goethe's Colony A, according to the official plat thereof filed in the office of the Recorder of Yolo County, California, on July 29, 1910, in Book 2 of Maps, at page 28.

AGREEMENT NO. 70-291

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 20th of April, 1970, by and between Henry Amen

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, state of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 69, heretofore established by the County by Resolution No. 70-59 filed in the Office of the County Recorder of Yolo County on _____, and recorded in Volume _____ of Official Records at page ____), the location of which is shown on the Map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT "A"

Henry Amen

Assessor's Parcel No. 24-130-04

PARCEL NO. 1. South of Railroad: Beginning at a 1½ inch diameter iron pipe monument stamped RE 2675, from which the Southerly corner common to Swamp Land Survey No. 491 and Swamp Land Survey No. 850, Yolo County Surveys, bears East 22.06 feet and thence North 84° 59' 30" East 2645.05 feet; thence from said point of beginning West 348.11 feet along a fence line to a 1½ inch diameter iron pipe monument stamped RE 2675; thence continuing West 30.01 feet to a point on the center line of the main drainage ditch of Reclamation District No. 785; thence North 10° 49' West 1030.89 feet and North 28° 22' West 2979.43 feet along the center line of said main drainage ditch, following the meanderings thereof; thence leaving said center line of drainage ditch North 70° 09' 40" East 50.00 feet to a 1½ inch diameter iron pipe monument stamped RE 2675; thence continuing North 70° 09' 40" East 1824.97 feet along a fence line; thence North 10° 12' East 2960.10 feet along the approximate center line of an old borrow pit or slough and the Northerly production thereof to a 1½ inch diameter iron pipe monument stamped RE 2675 set on the southwesterly boundary of that certain strip of land 150 feet in width, described in deed executed by A. A. Merkley and Molly F. Merkley, his wife, to T. T. C. Gregory, dated November 17, 1911, and recorded in the office of the Recorder of Yolo County on November 24, 1911, in Book 78 of Deeds, at page 139; thence South 38° 03' 15" East 2132.07 feet on a line parallel with and forty feet southwesterly, measured at right angles from the center line of track of Sacramento Northern Railroad, to a 1½ inch diameter iron pipe monument stamped RE 2675; thence South 11° 02' 30" West 4164.47 feet along a fence line and the southerly production thereof to a 1½ inch diameter iron pipe monument stamped RE 2675 set on the northerly production of the center line of a drainage ditch; thence South 48o 06' West 1096.80 feet along the center of a drainage ditch to a 1½ inch diameter iron pipe monument stamped RE 2675; thence South 00° 05' West 685.18 feet along the center of a drainage ditch to the point of beginning, containing 259.52 acres, more or less.

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AGREEMENT NO. 70-292

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this
of by and between Edward C. Peabo

, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, state of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 69, heretofore established by the County by Resolution No. filed in the Office of the County Recorder of Yolo County on , and recorded in Volume of Official Records at page), the location of which is shown on the Map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT "A"

Edward C. Peabody

Assessor's Parcel No. 24-130-18

Tract beginning at the southerly corner common to Swamp Land Survey No. 491 and No. 850; thence N. 03° 55' 20" E. 3656.31 feet on line common to said S. L. S., to monument on southwest line of a 50 ft. strip to Gregory, Book 78 of Deeds, at Page 508; thence N. 38° 30' 15" W. 2090.15 feet; thence S. 11° 02' 30" W. 19.84 feet; thence S. 11° 02' 30" W. 4164.47 feet; thence S. 48° 05' W. 1096.80 feet on center drainage ditch to Mon. RE 2675; thence S. 00° 05' W. 685.18 feet on center drainage ditch to Mon. RE 2675 on the south line of S. L. S. No. 825; thence E. 22.06 feet; thence N. 84° 59' 30" E. 2645.08 feet on the south line of S. L. S. No. 850 to the point of beginning. EXCEPTING therefrom 0.602 acres, M/L conveyed to Robert Ross Peabody, et ux, Book 861 of Records, at Page 694; and 0.858 acres, M/L conveyed to Edward Charles Peabody, Jr. , et ux, Boox 861 of Records, Page 696.

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AGREEMENT NO. 70-293

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 20th of April, 1970, by and between Pearl Blauth

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, state of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. 69, heretofore established by the County by Resolution No. filed in the Office of the County Recorder of Yolo County on ___ _____, and recorded in Volume _____ of Official Records at page ___), the location of which is shown on the Map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT "A"

Pearl Blauth

Assessor's Parcel Nos. 24-200-08 and 24-200-20

A portion of the Swamp Land Survey No. 707 and 711 lying southwest of the S. N. R. R. EXCEPTING therefrom 3.9 acres deeded to the S. N. R. R., in Book 78 of Deeds, at page 590; and a portion of the Swamp Land Survey No. 707 and 711 lying northeast of the S. N. R. R. EXCEPTING therefrom 3.9 acres deeded to the S. N. R. R. and 3.22 acres deeded to the State of California, containing 379.70 acres, more or less.

Micro Fiched

AGREEMENT NO. 70- 294

RESCISSION AGREEMENT

THIS RESCISSION AGREEMENT made this 20th day of April, 1970, by and between WILLIAM C. PAYNE, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, this Board of Supervisors by Resolution No. 69-173 authorized the County to become a party to a Land Conservation Agreement with William C. Payne; and

WHEREAS, pursuant to said resolution William C. Payne entered into a Land Conservation Agreement with the County of Yolo, Agreement No. 69-159, which was filed for record in the Office of the Recorder of the County of Yolo on December 8th, 1969, and recorded in Volume 928 of Official Records at Page 482, Yolo County Records; and

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WHEREAS, said Agreement was executed as the result of a mistake in that William C. Payne was concerned with two additional applications to enter into Land Conservation Agreements as to other property located in the County of Yolo and confused the subject property of said Agreement No. 69-159 with the other said properties and in fact did not intend to enter into such a Land Conservation Agreement as to the property of said Agreement No. 69-159; and

WHEREAS, William C. Payne has made prompt application to the Board of Supervisors for the rescission of such Agreement No. 69-159; and

WHEREAS, it is the desire of the parties to do so;

NOW, THEREFORE, IT IS HEREBY AGREED that said Agreement No. 69-159 is hereby rescinded and neither party shall have any

further rights or duties thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

OWNER

BY _____
WILLIAM C. WAYNE

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____ day of _____, 1970, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 1970, before the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 1970.

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_____
LAURENCE P. HENIGAN, COUNTY CLERK

To:

Assessor
Planning
Joe K. Dawson
J. H. Meek
County Counsel

RECORD-Agreements

BOARD OF SUPERVISORS
Yolo County, California

Date: APRIL 27, 1970
Entry No. 38

File:
ZONING-CALIFORNIA LAND CONSERVATION ACT OF 1965-Requests.

SEE:
AGREEMENT BOOK NO. 10

MINUTE ORDER NO. 70-521 : INSTRUCTED THE CLERK TO RENUMBER AGREEMENT NO. 69-118 WITH A NEW NUMBER TO BE KNOWN AS AGREEMENT NO. 70-295, FOR JOE K. DAWSON, AGRICULTURAL PRESERVE NO. 7; TO RENUMBER AGREEMENT NO. 69-119 WITH A NEW NUMBER TO BE KNOWN AS AGREEMENT NO. 70-296, FOR J. H. MEEK, AGRICULTURAL PRESERVE NO. 22; AND TO OBTAIN THE SIGNATURE OF THE CHAIRMAN OF THE BOARD OF SUPERVISORS ON SAID AGREEMENTS.

Upon motion of Supervisor Bell , seconded by Supervisor Edmonds , and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Edmonds, Bell, Espigares, Duncan.

Noes: None.

Absent: Stephens.

See Agreement Attached

Micro Fiched

XEROX COPY

ORIGINAL

FILED
APR 29 1970
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 70-295

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 27th day of April, 1970, by and between JOE K. DAWSON, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 7, heretofore established by the County of Yolo by Resolution No. 69-115, the location of which is shown on the map attached to Resolution No. 70-15 and filed in the Office of the County Recorder of Yolo County on February 11, 1970, and recorded in Volume 935 of Official Records at page 372-483; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic,

and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the Contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a Contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code,

NOW, THEREFORE, BOTH OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15; provided, however, that the initial term of this Contract shall be deemed to commence as of the first day of March, 1970, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of land within this preserve and subject to contract.

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IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Joe K. Dawson

740 Marvin Way

Dixon, California

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Hinman
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
[illegible] P. HENIGAN, CLERK

Deputy

(SEAL)

Micro Fiched

OWNER

Joe K. Dawson
JOE K. DAWSON

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On April 27, 1970, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

LAURENCE P. HENIGAN, COUNTY CLERK
By Rolanda Rodgers
Deputy

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this April 22, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared Joe K. Dawson, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 22nd day of April, 1970

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

LAURENCE P. HENIGAN, COUNTY CLERK
By Lillie E. Lucas
Deputy

EXHIBIT "A"

Joe K Dawson - Parcel No. 33-190-07

The SW¼ of Section 12, T7N, R3E, M.D.B.&M.

Micro Fiched

To:

Assessor
Planning
Joe K. Dawson
J. H. Meek
County Counsel

RECORD-Agreements

BOARD OF SUPERVISORS
Yolo County, California

Date: APRIL 27, 1970
Entry No. 38

File:
ZONING-CALIFORNIA LAND CONSERVATION ACT OF 1965-Requests.

SEE:
AGREEMENT BOOK NO. 10

MINUTE ORDER NO. 70-521 : INSTRUCTED THE CLERK TO RENUMBER AGREEMENT NO. 69-118 WITH A NEW NUMBER TO BE KNOWN AS AGREEMENT NO. 70-295, FOR JOE K. DAWSON, AGRICULTURAL PRESERVE NO. 7; TO RENUMBER AGREEMENT NO. 69-119 WITH A NEW NUMBER TO BE KNOWN AS AGREEMENT NO. 70-296, FOR J. H. MEEK, AGRICULTURAL PRESERVE NO. 22; AND TO OBTAIN THE SIGNATURE OF THE CHAIRMAN OF THE BOARD OF SUPERVISORS ON SAID AGREEMENTS.

Upon motion of Supervisor Bell , seconded by Supervisor Edmonds , and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Edmonds, Bell, Espigaret, Duncan.

Noes: None.

Absent: Stephens.

Agreement attached

Micro Fiched

XEROX COPY

ORIGINAL

FILED
MAY 14 1970
LAURENCE P. HENIGAN, Clerk
By PETE F. LUCAS
Deputy

AGREEMENT NO. 70- 296

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 16th day of April, 1970, by and between J. N. MEEK, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. 22, heretofore established by the County of Yolo by Resolution No. 69-117, the location of which is shown on the map attached to Resolution No. 70- 15 and filed in the Office of the County Recorder of Yolo County on February 11, 1970, and recorded in Volume 935 of Official Records at page 372-483; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open

space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the Contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15; provided, however, that the initial term of this Contract shall be deemed to commence as of the first day of March, 1970, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

J. H. Meek
Rt. #1, Box 230
Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE K. KIMIGAN, CLERK

BY _____ DEPUTY

(SEAL)

OWNER

J. H. Meek
J. H. MEEK

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On May 14, 1970 before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

LAURENCE P. HENIGAN, COUNTY CLERK

By _____ Deputy

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

Micro Fiched

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On this April 16, 1970, before me the undersigned a Notary Public in and for the said county and state, personally appeared J. H. Mack, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 16th day of April, 1970.

ISABELLE DOLAN
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY

Isabelle Dolan
NOTARY PUBLIC

My Commission Expires: May 15, 1971

EXHIBIT "A"

J. H. Meek - Parcel Nos. 24-470-03 and 12

A portion of Section 20, T. 9 N., R. 2 E., M. D. B. & M., County of Yolo, State of California. Being more particularly described as follows:

BEGINNING at an iron monument marking the North quarter corner of said Section 20 and extending thence along the center line of a drainage ditch S. 00° 52' 26" W. 5282.51 feet to an iron monument in the South line of said Section 20, said last mentioned iron monument being situate N 89° 29' 31" W 4.36 feet from the South quarter corner of said Section 20; thence along the South line of said section, N 89° 29' 31" W 2637.69 feet to a nail and shiner set in the bridge marking the Southwest corner of said Section 20;

thence along the West line of said Section 20, N 00° 54' 00" E 5281.00 feet to a cased monument marking the Northwest corner of said Section 20; thence along the North line of said Section 20, S 89° 31' 30" E 2635.30 feet to the point of beginning and including 319.67 acres of land.

The above described property is subject to a County road right of way over a 25 foot wide strip along the West line of Section 20 and a 30 foot wide strip along the North line of Section 20.

Micro Fiched

SERVOMATION CENTRAL CALIFORNIA, INC.

YOLO COUNTY
AGREEMENT NO. 70-297

INSTALLATION AND SERVICE AGREEMENT

THIS AGREEMENT entered into this 27th day of April, 1970, by and between: Name: County of Yolo

Address: Courthouse

City: Woodland, Calif.

FILED
MAY - 7 1970
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

COPY

(hereinafter referred to as the "CLIENT"), and Servomation Central California, Inc., 4671 24th Street, Sacramento, Calif. (hereinafter referred to as "SERVOMATION").

IN CONSIDERATION of the mutual covenants hereinafter set forth, it is agreed between the parties hereto as follows:

1. SERVOMATION is hereby granted the exclusive right and privilege to sell:

Hot Drink Vending		

2. Locations of the vending machines shall be only by the mutual agreement of the parties hereto.

3. SERVOMATION will furnish such service as to insure that all machines placed shall be kept in good working order, clean and sanitary, and if any machine malfunctions, the CLIENT will promptly notify SERVOMATION.

4. SERVOMATION'S service personnel will observe all regulations in effect upon CLIENT'S premises.

Micro Fiched

5. SERVOMATION will comply with all State, County, and City regulations pertaining to the sanitary handling of products vended. All license fees required will be paid by SERVOMATION, as well as the sales tax and other taxes pertaining thereto.

6. The vending machines installed hereunder shall be at all times the property of SERVOMATION and upon the termination of this agreement, SERVOMATION shall have the right to enter the premises of the CLIENT, and to remove all such vending machines.

7. SERVOMATION will install the vending machines without charge, except that the CLIENT will furnish all required electricity and/or water required for the operation thereof.

8. SERVOMATION will maintain an accurate record of all merchandise, collections, sales, and inventories necessary in connection with proper operation of said machines.

9. SERVOMATION will render to CLIENT within thirty (30) days following the end of each calendar Month a check in the amount determined by the following schedule of commissions:

Hot Drinks	12 1/2% on Gross Sales	

COPY

9a. Commission checks to be made payable to:

Name: Yolo County Employees Assn.

Address: 660 6th Street

City: Woodland, California

Attention:

10. In the event of change in the costs of any of the products vended, or in the taxes levied or assessed on the purchase or sale of such products, the above commission schedule shall be adjusted to reflect such change upon a mutually agreeable basis.

11. SERVOMATION shall indemnify and save harmless CLIENT from and against any and all claims, costs, expenses, and liabilities of every nature or kind, arising out of, or in any way connected with, the services provided by SERVOMATION under this AGREEMENT.

12. This agreement shall not be assignable by either party without written consent of the other party.

13. The term of this agreement shall commence on the 1st day of July, 19 70 and shall continue in force for a period of one (1) years.

14. The CLIENT may terminate the whole, or any part of this agreement, if SERVOMATION fails to provide wholesome products, or otherwise fails to meet its obligation. Any such termination shall become effective within sixty (60) days from date of Notice to Terminate.

15. SERVOMATION may, at its option, renegotiate or terminate this agreement if the operations hereunder become unprofitable.

16. A refrigerated cold food vendor rented to Yolo General Hospital at $50.00 per month. Rental fee includes maintenance.

Micro Fiched

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized respective officers

CLIENT COUNTY OF YOLO

By _____

Chairman, Board of Supervisors,
County of Yolo, State of Calif.

SERVOMATION

By _____

Agreement No. 70-298

Woodland, California

April 27, 1970

COPY

FILED

MAY - 6 1970

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

Crocker-Citizens National Bank (Formerly Anglo California National Bank) as Trustee under the Trust created by the Will of Sophia Oeste, deceased, Probate No. 7256 Yolo County, undivided 1/4 interest; Crocker-Citizens National Bank, a national banking association, Trustee, by deed dated November 18, 1968, as to an undivided 1/4 interest; and Laverne A. Oeste, and undivided 1/2 interest

Grantors

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 70-12 in the form of a Grant Deed, covering the following described property:

A 20.00 foot wide strip of land being a portion of Section 8, T. 8 N., R. 2 E., M.D.B. & M., Yolo County, California, more fully described as follows:

COMMENCING at the Northwest corner of that certain 135.60 acre parcel of land shown on the Record of Survey filed in Book 9 of Maps and Surveys at Page 28, in the Office of the Recorder of the County of Yolo; thence South 00°01'01" East 30.01 feet along the West line of said 135.60 acre parcel to the South right-of-way line of County Road No. 31, THE TRUE POINT OF BEGINNING; THENCE continuing South 00°01'01" East 20.00 feet along said West line; thence South 88°54'22" East 1,506.95 feet along a line parallel with and 20.00 feet South of said South right-of-way line of County Road No. 31 to the Southwesterly right-of-way line of State Highway No. 113, as said right-of-way line is described in Book 677 of Official Records at Pages 345 and 348 respectively, Yolo County Records; thence North 83°11'47" West 201.03 feet along said right-of-way line to said South right-of-way line of County Road No. 31; thence North 88°54'22" West 1,307.31 feet along said South right-of-way line to the point of beginning.

Micro Fiched

Containing 0.646 acres.

XEROX COPY

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $2,907.00 for the property as conveyed by Grant Deed No. 70-12 (herein described) within sixty (60) days after date title to said property vests in, or is in excrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded. Micro Fiched

This transaction will be handled through an escrow number 61208 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. Construct new levee adjacent to new right-of-way line (hereinabove described), but on Grantors property, as shown on the map entitled Exhibit "A" attached hereto and made a part of. Permission is granted to County or its contractors to enter Grantors land during construction

XEROX COPY

of this project know as County Road No. 31 (Work Order No. 4155) for the purpose of constructing above mentioned levee.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CROCKER-CITIZENS NATIONAL BANK (Formerly Anglo California National Bank) as Trustee. BY:

Dated: April 14, 1970

BY:

Grantors

Recommended for Approval,

By

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

Grantors will not be required to pay any of the cost of road widening or construction on the project for which this contract and deed are given.

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

XEROX COPY

XEROX COPY

Agreement No. 70-299

Woodland, California

April 27, 1970

MORRIS CARDEN AND

ELIZABETH CARDEN, his wife
Grantors

FILED
MAY - 6 1970
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 70-13 in the form of a Grant Deed, covering the following described property:

A 50.00 foot wide strip of land being a portion of Section 8, T. 8 N., R. 2 E., M.D.B. & M., Yolo County, California, more fully described as follows:

BEGINNING at the Northwest corner of that certain 251.41 acre parcel of land shown on the Record of Survey filed in Book 9 of Maps and Surveys at Page 28 in the Office of the Recorder of the County of Yolo; thence South 88°54'22" East 2,069.48 feet to the Northeast corner of said parcel; thence South 00°01'01" East 50.01 feet along the East line of said parcel; thence North 88°54'22" West 2,069.48 feet along a line parallel with and 50.00 feet South of the north line of said parcel to the West line of said parcel; thence North 00°01'06" West 50.01 feet along said West line to the point of beginning.

Micro Fiched

Excepting therefrom the interest in and to all minerals, oil, gas and other hydrocarbon substances lying in or under the above described property at a depth greater than 500 feet below the surface.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

XEROX COPY

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement all as more particularly depicted on EXHIBIT "A" attached hereto.

II. The County shall:

A. Pay the undersigned grantor the sum of $3,324.00 for the property as conveyed by Grant Deed No. 70-13 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded save and except for items numbered 2, 3, 6, 7, 8 and 9 set forth in that certain preliminary title report prepared by Western Title Guaranty Company, Order No. 61209.

Micro Fiched

This transaction will be handled through an escrow number 61209 with Western Title Guaranty Company of Woodland.

B. Pay pro rata share of general and special taxes for the fiscal year 1969-70 for the part taken.

C. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

XEROX COPY

D. During construction of this project (known as County Road 31, Work Order No. 4155) and prior to completion, the County will;

1. Construct gravel driveway aprons with necessary roadside culverts (15" Min. I.D.) at the following locations:

Engineers Station	Top Width
9 + 10 Rt.	20'
29 + 76 Rt.	20'

2. County will construct new earth levee at no cost to Grantor adjacent to new right-of-way line but on Grantor's property in accordance with details shown on EXHIBIT "A" attached hereto and made a part hereof.

3. County will relocate and restore in an operable condition at no cost to Grantor two 18" I.D. corrugated metal pipe culverts along with manually operated slide gates and necessary earth backfill. These pipes are located at or near Grantor's west line and will be relocated such that location and grade will conform to the existing north-south ditch easement and the proposed new construction.

Micro Fiched

III. It is mutually understood and agreed that upon completion of the driveways, culverts, drainage gates and appurtenances above mentioned lying within the above described parcel, they shall be considered as encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantors in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

XEROX COPY

PROVIDED HOWEVER, that nothing herein contained shall diminish or impair Grantors' rights to continue to run natural drainage waters through the facilities and appurtenances referred to above in substantially the same manner and to the same extent that Grantors' existing facilities have been used for such purpose.

IV. Grantors hereby agree to permit County, or its Contractor, to enter upon the lands of Grantor as may be necessary to accomplish the work as described in II-D above.

V. County shall indemnify Grantor from any liability whatever to Grantor's Tenant by reason of County's exercise of its rights within the above described parcel. Such indemnity shall extend only for the time during the period of construction of this project.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Micro Fiched

DATED: April 27,1970

Nevis Carden

Elizabeth A Carden

GRANTORS

COUNTY OF YOLO

By W E Newman

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Recommended for Approval

By

XEROX COPY

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

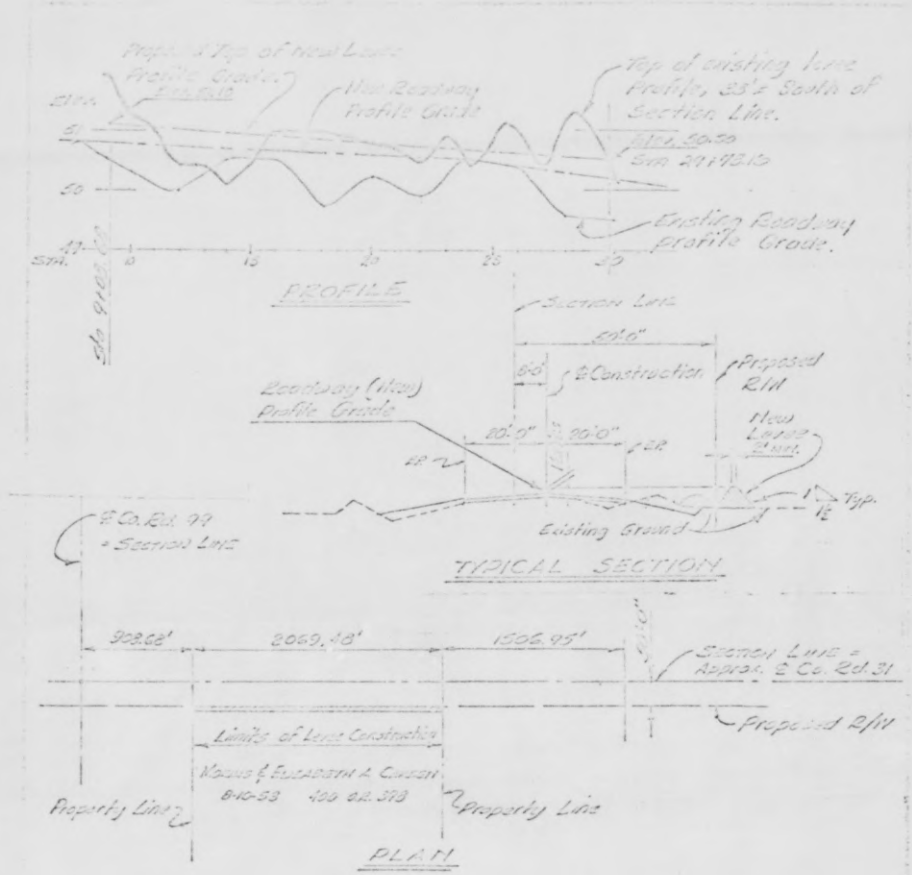

Proposed Top of New Lane Profile Grade
Elev.
Existing Roadway Profile Grade
New Roadway Profile Grade
Top of existing lane profile, 33'± South of Section Line.
Elev. 2019.30
Sta. 2019.13
Existing Roadway Profile Grade.
Sta. 9+00
10
15
20
25
30
PROFILE
Section Line
40'-0"
6'-6"
± Construction
Proposed R/W
Roadway (New) Profile Grade
20'-0"
20'-0"
± C.L.
New Lane Const.
12
1/2" Typ.
Existing Ground
℄ Co. Rd. 99 = Section Line
TYPICAL SECTION
908.68'
2069.48'
1506.95'
Section Line = Approx. ℄ Co. Rd. 31
Proposed R/W
Limits of Lane Construction
Property Line
Property Line
PLAN

EXHIBIT "A"

MAY - 5 1970
LAURENCE K. HORIGAN, Clerk
By Barbara A. Agar

XEROX COPY

AGREEMENT NO. 70-300

(Agreement Amending Land Use Contract - Agreement No. 69-348)

THIS AGREEMENT made and entered into this 4th day of May, 1970, by and between MARGARET ROTHE KOONTZ and LORRAINE ROTHE KERR, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER and COUNTY heretofore entered into Agreement No. 69-348 dated December 29th, 1969, which was recorded in the Office of the County Recorder of the County of Yolo on February 2nd, 1970, in Volume 934 of Official Records at Page 353, Yolo County Records; and

Micro Fiched

WHEREAS, the property governed by said agreement and described in Exhibit "A" thereof through inadvertence is not property located within Agricultural Preserve No. 9 and is not property owned by OWNERS and is not the property intended by OWNER and COUNTY to be governed by said agreement; and

WHEREAS, the parties desire to correct said agreement;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Exhibit "A" of said agreement is amended to read as follows:

EXHIBIT "A"

Margaret Rothe Koontz and Lorraine Rothe Kerr

Parcel No. 24-241-04

Description:

That portion of the State of California, County of Yolo, more particularly described as follows:

The Southwest 1/4 of Section 30, and the Southwest 1/4 of the Southeast 1/4 of Section 30, T 9 N., R 2 E, M.D.B.& M.

2. The effective date of this amendment shall be March 1st, 1970.

WHEREFORE the parties hereto have executed this agreement on the date first above written.

COUNTY OF YOLO

BY W E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rogers
DEPUTY

(SEAL)

OWNERS

Micro Fiched

Margaret Rothe Koontz
MARGARET ROTHE KOONTZ

Lorraine Rothe Kerr
LORRAINE ROTHE KERR

STATE OF CALIFORNIA
COUNTY OF Alameda } ss

ON April 24, 19 79 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Margaret Rothe Koontz

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

LOY HOLLAND
NOTARY PUBLIC
ALAMEDA COUNTY, CALIF.

Notary's Signature Loy Holland

Type or Print Notary's Name Loy Holland

Commission expires 6-30-70

GENERAL ACKNOWLEDGMENT
Form No. 16

32

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On May 4, 1970, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

For Lorraine

On this April 30th, 1970, before me the undersigned a Notary Public in and for the said county and state, personally appeared Lorraine Rothe Kerr, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 30th day of April, 1970.

NOTARY PUBLIC

My Commission Expires: 8-15-73

Agreement No. 70-301

Woodland, California

, 1970

Joseph P. Brauner, also known as J. P. Brauner and Frances Brauner, his wife as joint tenants
Grantors

FILED
MAY 14 1970
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 70-15 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of the West half of Section 2, T. 9 N., R. 2 E., M.D.B. & M., Yolo County, California, more fully described as follows:

COMMENCING at the Northwest corner of said Section 2; thence South 01°06'58" West 25.00 feet along the West line of said Section 2; thence South 89°25'12" East 30.00 feet to the East right-of-way line of County Road No. 102; THE TRUE POINT OF BEGINNING; THENCE South 01°06'58" West 5,335.72 feet along said East right-of-way line of County Road No. 102 to the North right-of-way line of County Road No. 25; thence South 89°37'02" East 70.00 feet along said North right-of-way line of County Road No. 25; thence North 00°43'20" West 935.10 feet; thence North 01°06'58" East 1,192.41 feet to a tangent curve; thence along said curve, concave to the West, with a radius of 40,050.00 feet, thru a central angle of 00°46'25", an arc length of 540.76 feet; thence North 00°20'33" East 2,667.30 feet; thence North 89°25'12" West 0.34 feet along a line parallel with and 25.00 feet South of the North line of said Section 2 to the true point of beginning.

Containing 3.872 acres.

Micro Fiched

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $3,872.00 for the property as conveyed by Grant Deed No. 70-15 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 58453 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as County Road No. 102, Work Order No. 4163) and prior to completion, the County will:

1. Relocate existing 275 feet of chain link fencing and 30 foot wide double gate as shown on the map entitled Exhibit "A" attached hereto and made a part hereof.

2. Install standard "Type WM, Metal Posts" property fence along the Easterly line of the hereinabove described property with steel frame wire mesh gates and relocate corrugated metal fence as shown on attached Exhibit "A". The new fence will be installed prior to the removal of existing fence.

3. Relocate existing drainage ditch at Southerly end of hereinabove described property as shown on attached Exhibit "A" and located between Engineer's Stations 1318+45 ± and 1319+40 ±.

D. Grantors hereby agree to permit County, or its Contractor, to enter upon the lands of Grantor as may be necessary to accomplish the work as described above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: MAY 4, 1970

Joseph P Brauer

Frances Brauer

Grantor

Recommended for Approval

By

Approved as to form

Dated

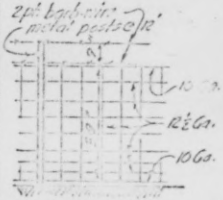
County Counsel of Yolo County

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

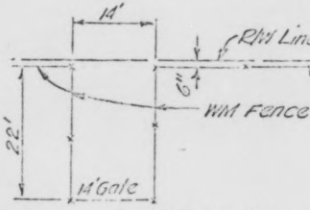
Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED



WM FENCE DETAIL

No Scale



GATE RECESS DETAIL

1" = 20'

C.M. FENCE RELOCATION PLAN

No Scale

YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
292 LINCOLN AVENUE
WOODLAND, CALIFORNIA

4/26/70

EXHIBIT "A"

DRAWING NO.

C.S.A.H. NO.	4163
F.A.P. NO.	—
DESIGNED BY	RLD
DRAWN BY	RLD
CHECKED BY	
R/W ACQUIRED	
SHEET	1
OF	1

FILED
MAY 14 1970
LAURENCE P. HENIGAN, Clerk
by Barbara A. Rodgers
Deputy

AGREEMENT NO. 70-302

(Lease Extension Agreement)

THIS LEASE EXTENSION AGREEMENT made this 11th day of May, 1970, by and between G. DOUGLAS TIBBETTS and MARY TIBBETTS, Lessors, and THE COUNTY OF YOLO, a political subdivision of the State of California, Lessee,

W I T N E S S E T H:

1. The term of that lease agreement dated August 1st, 1966, by and between the parties hereto for the lease of that certain real property located at Lincoln and Cleveland Streets, Woodland, California, known as the Continental Building, Yolo County Agreement No. 66-60, is hereby extended to August 31st, 1970.

2. In all other respects, the terms of said Agreement No. 66-60 are hereby ratified and confirmed; provided, however, that rent shall be paid to Cyrus Kaufman, Fulton at Marconi, Sacramento, California.

Micro Fiched

IN WITNESS WHEREOF, this Lease Extension Agreement has been executed by the parties hereto on the day and year first above written.

LESSORS:

G. DOUGLAS TIBBETTS

MARY TIBBETTS

LESSEE:
COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Thomas
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

I hereby consent to the foregoing Lease Extension Agreement.

Dated: April 27 1977

CYRUS KAUFMAN

Micro Fiched

MAY 11 1970
LAURENCE K. HERGAN, Clerk
By Barbara Rodgers

AGREEMENT NO. 70- 303

(Amendment to LAND USE CONTRACT)

THIS AMENDMENT TO LAND USE CONTRACT made and entered into this 11th day of May, 1970, by and between C. G. ROTH and T. H. ROTH, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER and COUNTY entered into a Land Use Contract dated December 29th, 1969, Yolo County Agreement No. 69-349, pursuant to the California Land Conservation Act of 1965 as amended; and said Agreement No. 69-349 was filed for record in the Office of the County Recorder of Yolo County on January 7th, 1970, and recorded in Volume 934 of Official Records at Page 358, Yolo County Records; and

Micro Fiched

WHEREAS, through inadvertence the boundaries of real property described in said Agreement No. 69-349 in fact included real property not intended by the parties to be included in said Land Use Contract consisting of the Plainfield Store, which property does not qualify for inclusion in a land use contract; and

WHEREAS, the parties in fact intended to exclude from said Agreement No. 69-349 said real property which is hereinafter described; and

WHEREAS, the parties desire so to amend the terms of said Agreement No. 69-349;

NOW, THEREFORE, BE IT AGREED by OWNER and COUNTY that the boundaries of the real property included in said Agreement No. 69-349 are hereby reformed to exclude the property located in the County of Yolo, State of California, more particularly described as follows:

All that real property situate, lying and being in the County of Yolo, State of California, more particularly described as follows:

Beginning at the southeast corner of Section 25, T. 9 N., R. 1 E., M.D.B.& M.; thence from said point of beginning along the east line of Section 25, North, 195.0 feet; thence leaving said section line at right angles, West 312.0 feet more or less to the centerline of Dry Slough; thence down and along the centerline of Dry Slough following the meanders thereof in a southeasterly direction to its intersection with the section line common to Section 25 and Section 36, T. 9 N., R. 1 E., M.D.B.& M.; thence along the south line of Section 25, Easterly 281.0 feet more or less to the point of beginning, containing 1.33 acres of land.

In all other respects, the provisions of said Agreement No. 69-349 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Amendment to Land Use Contract the day and year first above written.

COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

Micro Fiched

OWNERS

_____
C. G. ROTH

_____
T. H. ROTH

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On [illegible], 19[illegible], before me, the undersigned, County Clerk of the County of Yolo, personally appeared [illegible], known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By [illegible]

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this 8th May, 19 70, before me the undersigned County Clerk of the County of Yolo, personally appeared

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

Micro Fiched

On this May 8, 19[illegible], before me the undersigned a Notary Public in and for the said county and state, personally appeared [illegible], known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this [illegible] day of May, 19[illegible].

OFFICIAL SEAL
BEVERLY F. WOGAN
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Commission Expires Jan. 12, 1971

14 Clanton Avenue, Woodland, Calif. 95695

NOTARY PUBLIC

My Commission Expires: [illegible]

AGREEMENT NO. 70-304

FILED
MAY 13 1970
LAURENCE P. HENIGAN, Clerk
By PETER E. LUCAS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 11th day of May, 1970, by and between Ruth E. Hartwig, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. 39, heretofore established by the County by Resolution No. _____ filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at Page _____, (and enlarged by Resolution No. 70-72, filed in the Office of said Recorder on MAY 11, 1970, and recorded in Volume 943 of Official Records at page 187), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract; **provided, however, that the initial term of this contract shall be deemed to commence as of the 1st day of March, 1970.**

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Ruth E Hartwig
220 Hays Ct
Woodland, Calif 95695

COUNTY

Micro Fiched

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Recorded original signed

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On May 11, 1920, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Rachael Hodges
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Ruth E. Hartwig

Assessor's Parcel Nos. 31-020-74 & 75

All of Lot 6 and the easterly 10 acres of Lots 26 and 27, adjoining Lot 6 of the Lands of Henry J. Hamel, et al, of Southern Yolo Irrigation Farms, Yolo Realty Syndicate Subdivision No. 4, as shown on the map thereof filed for record in the Office of the Yolo County Recorder on May 29, 1928, in Book 4 of Maps & Surveys, at Pages 79 and 80.

Micro Fiched

RAF - V - 21340/321-2 - 4/28/70

YOLO COUNTY
AGREEMENT NO. 70-305

THIS AGREEMENT, made this 11th day of May, 1970, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation, herein termed "Railroad", and COUNTY OF YOLO, a political subdivision of the State of California, herein termed "County";

RECITALS:

The parties hereto desire to evidence by this instrument their agreements with respect to the installation of protective devices at the crossing of Kentucky Avenue, over tracks and property of Railroad at or near Woodland, in the County of Yolo, State of California (Crossing No. AF-86.0).

AGREEMENT:

NOW, THEREFORE, it is mutually agreed as follows:

1. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two (2) flashing light grade crossing signals equipped with automatic gate arms, together with necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals", at said crossing. Said signals shall be located approximately as indicated in red on the print of Railroad's Sacramento Division Drawing U-2389, dated March 12, 1968, attached and made a part hereof. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards. Such installation shall include removal of existing crossing signs.

Micro Fiched

2. County agrees to reimburse Railroad for fifty percent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals and removal of existing crossing signs.

3. Railroad shall submit to County a bill for sixty percent (60%) of County's share of the estimated cost upon completion of the work contemplated, which bill County agrees to promptly pay. Should the actual cost prove upon completion of audit to be more

or less than such estimated cost, the difference shall be promptly paid by County or refunded by Railroad, as the case may be.

4. After installation of said crossing protective signals has been completed, Railroad shall physically maintain them as long as they remain in place. The maintenance cost of said signals shall be apportioned in accordance with and pursuant to the provisions of Section 1202.2 of the Public Utilities Code, and the County's liability therefor shall be limited to such funds as are set aside for allocation to the Public Utilities Commission, pursuant to Section 1231.1 of the Public Utilities Code.

5. The work to be performed by Railroad hereunder, shall be commenced as soon as labor and materials are available, following execution of this agreement and shall be completed within one (1) year thereafter.

6. This agreement shall be binding upon and inure to the benefit of the successors and assigns of Railroad and the assigns of County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

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By _____
(Title)

Attest: _____
Assistant Secretary

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

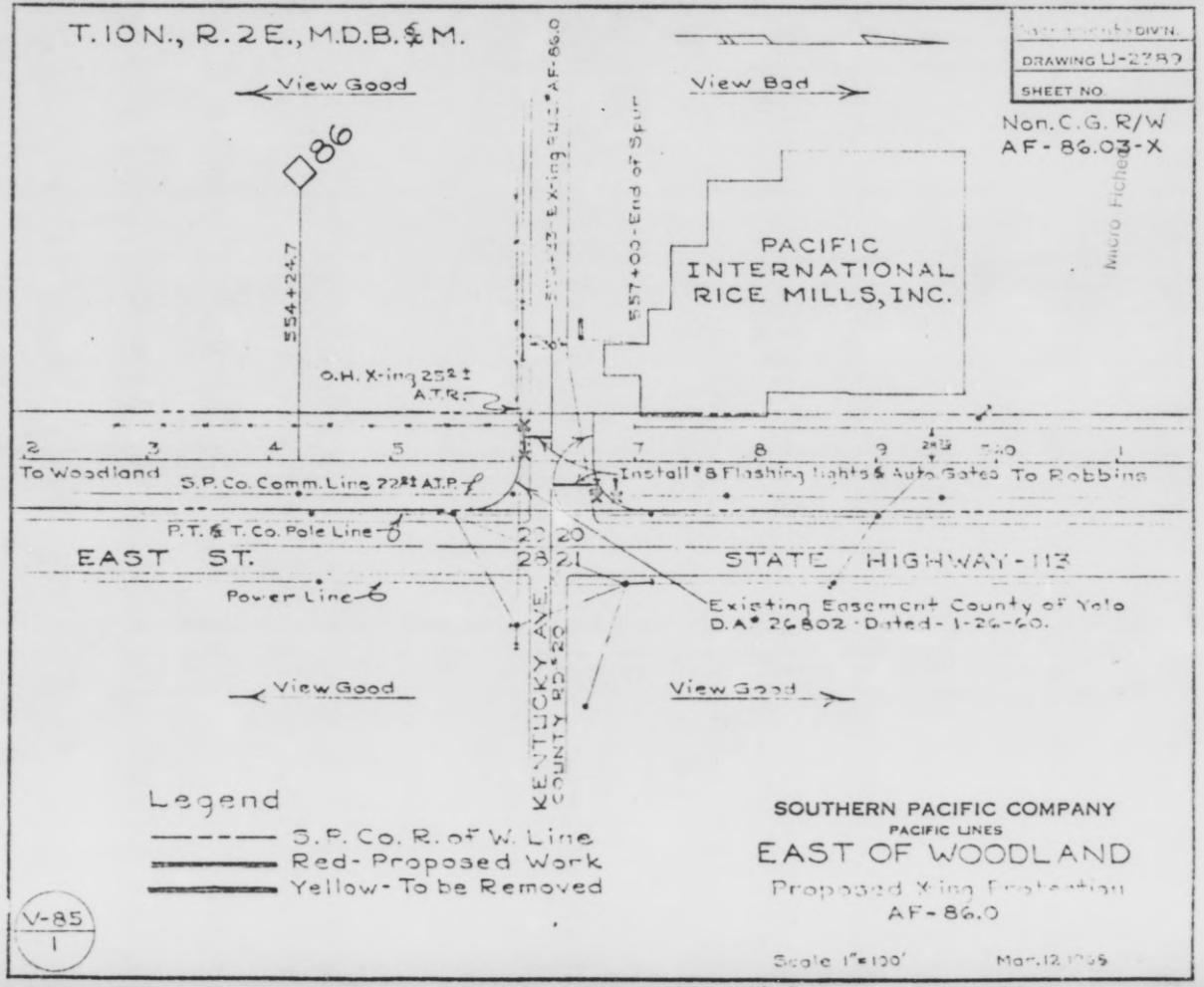
Micro Fiched

On this _____, 196___, before me the undersigned a Notary Public in and for the said county and state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19_____.

_____
NOTARY PUBLIC

My Commission Expires: _____


T.10N., R.2E., M.D.B.&M.
View Good
View Bad
DRAWING U-2389
SHEET NO.
Non.C.G. R/W
AF-86.03-X
Micro Fiche
86
554+24.7
557+00-End of Spur
PACIFIC
INTERNATIONAL
RICE MILLS, INC.
O.H. X-ing 25± A.T.R.
To Woodland
S.P. Co. Comm. Line 22± A.T.R.
Install 8 Flashing lights & Auto Gates To Robbins
P.T. & T. Co. Pole Line
EAST ST.
STATE HIGHWAY-113
Power Line
Existing Easement County of Yolo
D.A. 26802 Dated-1-26-60.
View Good
View Good
KENTUCKY AVE.
COUNTY RD. #20
Legend
S.P. Co. R. of W. Line
Red-Proposed Work
Yellow-To be Removed
SOUTHERN PACIFIC COMPANY
PACIFIC LINES
EAST OF WOODLAND
Proposed Xing Protection
AF-86.0
Scale 1"=100'
Mar. 12, 1965
V-85
1

FILED
NOV 20 1970
LAURENCE P. HENIGAN, C

AGREEMENT NO. 70-306

AGREEMENT
FOR ALLOCATION OF STATE AID TO COUNTIES FOR COUNTY VETERAN SERVICE OFFICER
No. 53

THIS AGREEMENT, made and entered into this first day of July, 1970 at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting DIRECTOR, DEPARTMENT OF VETERANS AFFAIRS, hereinafter called the State, and THE COUNTY OF YOLO, hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Contractor has filed an application for financial aid for County Veteran Service Officer operational costs, under the provisions of Chapter 1493, Statutes of 1945 as amended (Sections 971-972, Military and Veterans Code); and

WHEREAS, it is understood that the County Veteran Service Officer is to assist every veteran of any war of the United States and the dependents of every such deceased veteran in presenting and pursuing such claim as the veteran may have against the United States arising out of war service, and establishing the veteran's right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this State, and that such Veteran Service Officer shall not directly or indirectly charge or receive from the veteran or his dependent any compensation or thing of value for such services except such salary and expenses as provided by the Contractor; and

WHEREAS, the State has reviewed said application and authorized the execution of this agreement;

It is agreed as follows:

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THE CONTRACTOR AGREES:

To hire and pay the salaries of the County Veteran Service Officer and such additional employees, if any, as it may deem necessary to perform the duties designated in Section 971 of the Military and Veterans Code, as required for such County Veteran Service Officer's activities of the Contractor for the period July 1, 1970, to and including June 30, 1971, substantially as outlined in the Contractor's application.

"I hereby certify upon my own personal knowledge that the obligations, services and similar acts to be performed by the State of California pursuant to this document are within the statutory powers of the Department of Veterans Affairs."

AUG 31 1970

To comply with the terms and conditions of the Fair Employment Practices Addendum attached to this contract and bearing for purposes of identification at the lower right hand corner thereof a legend "STD FORM 3 (4/65)".

That this agreement may be terminated by either party on thirty days written notice addressed to the other.

That in the event of any disagreement as to whether expenditures are reimbursable under this agreement, the decision of the State thereon shall be final.

To submit claims to the State, in triplicate, certified by the County Auditor, not later than the last day of the month following each second calendar quarter, for reimbursement for expenditures incurred under this agreement.

To conform to rules, regulations, and standards fixed by the State pursuant to Sections 971 and 972 of the Military and Veterans Code. That reimbursement by the State shall be contingent upon performances by the Contractor of its obligations hereunder.

To permit representatives of the State to inspect the performance of services provided for herein and to examine all facilities and records in connection therewith at any reasonable time.

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THE STATE AGREES TO REIMBURSE THE CONTRACTOR

For expenditures incurred and paid in carrying out its obligations hereunder, with the exception of Capital Outlay expenditures as follows:

1. 95% of the salary paid to the County Veteran Service Officer, or $75 per month toward the payment of such salary, whichever is the lesser amount. (Statutory maximum: $75.)

2. Not less than 30% nor more than 80% of the salary paid one assistant to the County Veteran Service Officer. In the event the salary of the assistant equals or exceeds that of the County Veteran Service Officer, the reimbursement for salary of the assistant shall be at the minimum of 30%.

3. Not less than 20% nor more than 25% of the salaries of

additional assistants to the County Veteran Service Officer.

4. In no event shall the total amount of State subvention funds expended on any county veteran service office exceed $30,000.

5. Surplus funds may be reallocated at the discretion of the department to those counties which now or in the future may provide services not now provided under contract.

Provided, however, that the total amount of reimbursement under this agreement shall not exceed the sum of Six Thousand Five Hundred Ninety Three and 89/100 - - - - - - - - - - - - DOLLARS ($ 6,593.89);

In the event additional assistants are employed and their duties are not solely restricted to County Veteran Service Officer activities, salaries as used above shall mean a pro rata of the salaries and retirement contributions, for such assistants, attributable to performance of County Veteran Service Officer functions as described in this agreement.

The Contractor agrees to indemnify and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

In the event this agreement is terminated for any reason, no expenditures incurred by the Contractor for the period subsequent to the date of termination shall be used as a basis for reimbursement hereunder.

It is further agreed that this agreement may be amended by mutual consent of the parties hereto.

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All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, registered and postage

paid, and addressed as follows: Department of Veterans Affairs, P. O. Box 1559, Sacramento, California 95807; and to the Contractor, c/o Board of Supervisors at the County Courthouse of the Contractor at its County Seat. The address to which the notices shall or may be mailed to either party may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

This agreement is not assignable in whole or in part.

IN WITNESS HEREOF the parties have hereunto set their hand the day and year first written above.

COUNTY OF YOLO

By _____
WILLIAM E. DUNCAN, CHAIRMAN

Title BOARD OF SUPERVISORS

DEPARTMENT OF VETERANS AFFAIRS

_____
Director

_____
Manager
Veteran Services

Department of General Services
APPROVED
OCT 20 1970
BY _____
Asst. Chief Counsel

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FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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WHITE—HEADQUARTERS
YELLOW—CONTRACTOR
PINK—DISTRICT OFFICE
GOLDENROD—FIELDMAN
GREEN—CONTROLLER
BLUE—DISTRICT OFFICE

No Federal Funds Involved
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Sheet 1 of 3
Yol
Co. Route P.M.

SOURCE DIST.	SOURCE UNIT	CHARGE DIST.	CHARGE UNIT	EXPENDITURE AUTHORIZATION	SPECIAL DESIGNATION (USE WHEN APPLICABLE)	OBJECT	AMOUNT
03	610 7			GEN. LED. / SUB ACCT. / MAINT. W/O / ROUTE NO. / WORK ORDER NO. 5 0 3 V A N	PREFIX / BRIDGE NUMBERS / PARCEL OR CONTR. NO. / DMG. RITE. LABR. COS. ENGR. EMES. / SUB JOB NOS. / LOCATIONS	749	6,300 00

SERVICE CONTRACT No. 35995

This number to be placed on all bills

Marysville CALIFORNIA July 1 19 70

Contractor's Name County of Yolo Phone
c/o Herbert W. Chandler, Agricultural Commissioner
Address P. O. Box 175 Woodland, CA 95695

The contractor, hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Public Works, Division of Highways, in accordance with the provisions on BOTH SIDES of this form and on the attached sheets, if any, and he agrees to receive and accept as full compensation therefor the prices named herein:

To furnish labor, equipment and supplies required to control and/or eradicate Puncture Vine, Beardless Rye Grass, Johnson Grass, Russian Knapweed, Hoary Cress, Perennial Peppercress, Poison Oak, Cockle Burr, Mexican Whorled Milk Weed, Wooley Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle, Jimson Weed, Goat Grass, Medusa Grass, Russian Thistle, Sweet Anise and Sour Dock on State Highway Rights of Way, County Roads and other areas in the County of Yolo, as follows:

Route	Limits
128	Napa County Line to Winters
80	Solano County Line to Sacramento County Line
113	Solano County Line to Sutter County Line at Knights Landing
16	Colusa County Line to Sacramento County Line
45	Knights Landing to Colusa County Line
505	Solano County Line to Junction Route 5
84	Solano County Line to Junction Route 80
5	Between Sacramento County Line and Colusa County Line

FILED
JUL - 3 1970
LAURENCE P. HENIGAN, Clerk
By Deputy

The said Department of Public Works, Division of Highways, hereby agrees to the terms as above set forth, and hereby agrees to pay the same, provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

Micro Fiched

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

By Gordon J. Bardeen
District Administrative Officer

Approved by C. E. Waite
ASSISTANT OFFICE ENGINEER

Date JUL 1 1970

COUNTY OF YOLO
Contractor

By W. E. Johnson
CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
Title or Position

MAIL BILLS IN TRIPLICATE TO:
Division of Highways
P. O. Box 911
Marysville, CA 95901

FORM HA 204 (REV. 4-69)

A.—The Contractor shall keep himself fully informed of and at all times observe and comply with and shall cause all his agents and employees to observe and comply with all state and national laws and county and municipal ordinances and regulations and orders of public bodies which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. He shall protect and indemnify the State of California and all officers and employees thereof, including but not limited to the Director and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his employees. If any discrepancy or any inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, or order, he shall report the same to the Engineer in writing.

~~B.—The attention of the Contractor is also called to and he agrees to comply with all the applicable provisions of the "Buy-American" Act, Sections 4300 to 4305 of the Government Code, pertaining to use of materials and supplies produced or manufactured in the United States.~~

C.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other statutes applicable to the service or rental to be furnished hereunder.

D.—The Contractor shall indemnify the State against all loss and damage to his property or equipment during its use under this service contract and he shall at his own expense maintain such fire, theft, liability or other insurance as he deems necessary for his protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the Contractor or his employees under this contract.

E.—The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES TAXES required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, unless separate payment provision should specifically be provided for.

F.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Public Works of the State of California.

G.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

H.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

Micro Fiched

It is understood that control and/or eradication of the aforementioned noxious weeds, other than Puncture Vine, will be undertaken on State Highway Rights of Way only when similar action is being taken on the abutting properties and County roads.

It is further understood that the following rates for labor, equipment and supplies will apply.

Labor	$ 4.64 per hour
Spraying Outfit complete	$13.00 per day
Supplies	Cost plus Sales Tax, if such applies.

The County of Yolo agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

AMOUNT NOT TO EXCEED: $6,300.00

THIS CONTRACT EXPIRES: June 30, 1971

This Contract supersedes Service Contract No. 35373.

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Co. Route P.M.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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FILED
MAY 25 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

BK

AGREEMENT NO. 70-308
(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 25th day of May, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and BRUCE BECKORD, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

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1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients as assigned between 8:00 A. M. and 5:00 P. M. on week days by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage of one week night per week on call from 5:00 P. M. to 8:00 A. M. and two week end days per month on call from 8:00 A. M. to 8:00 A. M.
   c. The staff time of PHYSICIAN may include emergency call

service in addition to that set forth above as scheduled by the Medical Director.

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,000 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

c. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months' service. In the event this contract is terminated PHYSICIAN shall be paid for the unused portion of the accrued vacation.

d. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

Micro Fiched

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on JULY 15, 1970 1970, and continue until written notice of cancellation is served by either party on the other, at least thirty (30) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor

practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

Micro Fiched

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by

PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN's capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. MENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

Micro Fiched

Bruce Beckord M.D.
BRUCE BECKORD, M. D.

FILED
MAY 25 1970
LAURENCE P. [illegible]N, Clerk
By BARBARA A. RODGERS
Deputy

BK

AGREEMENT NO. 70-309

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 25th day of May, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and IVAN S. CHENG, M. D., hereinafter referred to as PHYSICIAN.

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:

Micro Fiched

a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients as assigned between 8:00 A. M. and 5:00 P. M. on week days by the Medical Director.

b. The staff time of PHYSICIAN shall include hospital coverage of one week night per week on call from 5:00 P. M. to 8:00 A. M. and two week end days per month on call from 8:00 A. M. to 8:00 A. M.

c. The staff time of PHYSICIAN may include emergency call

service in addition to that set forth above as scheduled by the Medical Director.

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,000 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

c. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months' service. In the event this contract is terminated PHYSICIAN shall be paid for the unused portion of the accrued vacation.

d. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

Micro Fiched

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on 1st July, 1970, and continue until written notice of cancellation is served by either party on the other, at least thirty (30) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor

practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

Micro Filmed

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by

PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Wm E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY Barbara A Rodgers DEPUTY

(SEAL)

Ivan Cheng M.D

IVAN S. CHENG, M. D.

FILED
MAY 25 1970
LAURENCE D. HENSON
By Barbara A. P. Logan
DEPUTY

AGREEMENT NO. 70-310

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 25th day of May, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DOUGLAS S. FINCH, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

Micro Fiched

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients in accordance with established schedules as determined by the Chief of Staff.
   b. When four or more full time Staff Physicians are employed or are placed under contract agreement the staff time of PHYSICIAN shall include hospital coverage of one week night per week on call from 6:00 P. M. to 8:00 A. M. and two week end days per month on call from 8:00 A. M. to

8:00 A. M.

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,000 per month as compensation for services rendered pursuant to this agreement. On such occasions as there may be less than four (4) full time physicians available for duty, overtime shall be paid to PHYSICIAN at the rate of $10.00 per hour. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Chief of Staff, but in no event prior to the expiration of six months' service. In the event this contract is terminated PHYSICIAN shall be paid for the unused portion of the accrued vacation.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

Micro Filmed

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on July 1, 1970, 1970, and continue until written notice of cancellation is served by either party on the other, at least sixty (60) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent

contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

Micro Fiched

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such

patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Wm E Heenan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers
DEPUTY

(SEAL)

Micro Fiched

Douglas S. Finch
DOUGLAS S. FINCH, M. D.

RAF - YI - 21340/321-2 - 6/6/70

STREET OR HIGHWAY EASEMENT

YOLO COUNTY AGREEMENT NO. 70-311

This Indenture, made this day of , 19 , by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future, railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within ~~one (1) year from the date first herein written.~~ two (2) years from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within ~~one (1) year from the date first herein written.~~ two (2) years from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is understood and agreed that Sections 13 to 16, inclusive, on the Insert hereto attached are hereby made parts of this indenture.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By _____
(Title)

Attest: _____
Assistant Secretary

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

By _____
Clerk, Board of Supervisors

INSERT

Kentucky Avenue, Crossing No. AE-86.1

Woodland, California

13. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install automatic gate arms, necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals", at said highway to supplement existing flashing light grade crossing signals. Said signals shall be located approximately as indicated on the attached print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards.

Grantee agrees to reimburse Railroad for fifty percent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals.

14. Railroad shall submit to Grantee a bill for sixty percent (60%) of Grantee's share of the estimated cost upon completion of the work contemplated, which bill Grantee agrees to promptly pay. Should the actual cost prove upon completion of audit be more or less than such estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad, as the case may be.

15. After installation of said signals has been completed, Railroad shall physically maintain the protective devices at said highway so long as same shall remain in place. The maintenance cost of said protective devices shall be apportioned in accordance with and pursuant to the provisions of Section 1202.2 of the Public Utilities Code, and the Grantee's liability therefor shall be limited to such funds as are set aside for allocation to the Public Utilities Commission pursuant to Section 1231.1 of the Public Utilities Code.

16. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available, following execution of this instrument and shall be completed within one (1) year thereafter.

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RAF - VI - 21340/321-2 - 5/6/70

E X H I B I T "A"

Kentucky Avenue

Crossing No. AE-86.1

A parcel of land situate in the southeast quarter of Section 20, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, in an unincorporated area of the County of Yolo, State of California, being a portion of those certain parcels of land described in deeds to the Northern Railway Company, recorded August 13, 1875 in Book "S" of Deeds, pages 403 and 405, Yolo County records, described as follows:

Beginning at the intersection of the southwesterly line of land (100 feet wide) of the Southern Pacific Transportation Company, with the Southerly line of Section 20, said southerly line intersects the original located center line of said Company's Main Track (Davis to Tehama) at or near Engineer Station 25+54; thence North 39° 36' West, along said southwesterly line, 37.56 feet; thence North 87° 24' East, 120.69 feet to the northeasterly line of said Company's land; thence South 39° 36' East, along said northeasterly line, 75.12 feet; thence South 87° 24' West, 120.69 feet to said southwesterly line; thence North 39° 36' West, along said southwesterly line, 37.56 feet to the point of beginning, containing an area of 0.172 of an acre, more or less.

Micro Fiched

The above described real property is shown on the print of Railroad's Sacramento Division Drawing O-2266, dated March 6, 1968, attached and made a part hereof.

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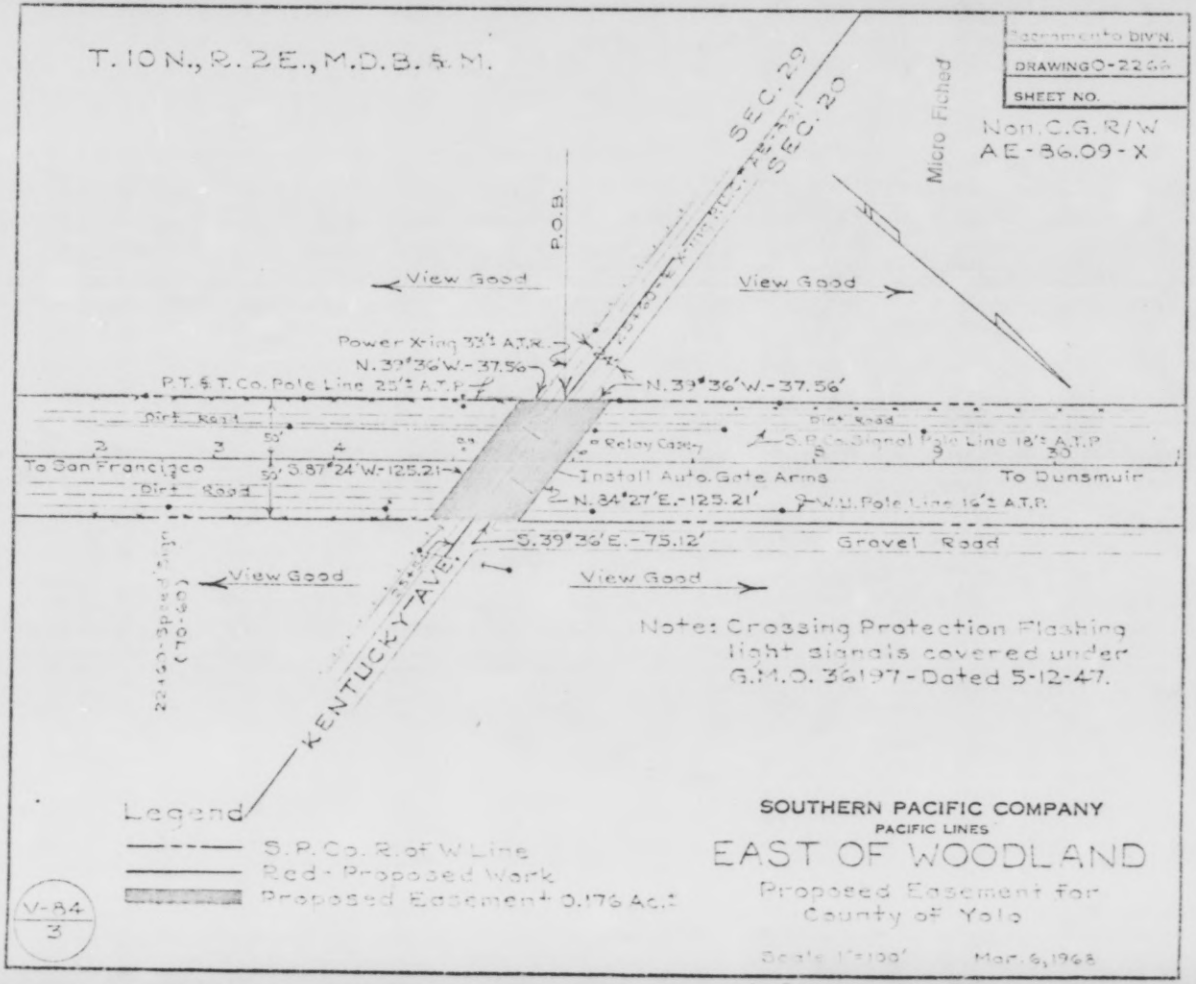
T. 10 N., R. 2 E., M.D.B. & M.
Sacramento DIV'N.
DRAWING O-2266
SHEET NO.
Micro Fiched
Non C.G. R/W
AE-86.09-X
SEC. 29
SEC. 20
P.O.B.
View Good
View Good
Power X-ing 33'± A.T.P.
N. 39°36'W.-37.56'
P.T. & T. Co. Pole Line 25'± A.T.P.
N. 39°36'W.-37.56'
Dirt Road
Dirt Road
S.P. Co. Signal Pole Line 18'± A.T.P.
Relay Cabin
To San Francisco
S. 87°24'W.-125.21'
Install Auto. Gate Arms
N. 34°27'E.-125.21'
W.U. Pole Line 16'± A.T.P.
To Dunsmuir
Dirt Road
S. 39°36'E.-75.12'
Gravel Road
View Good
View Good
KENTUCKY AVE.
Note: Crossing Protection Flashing light signals covered under G.M.O. 36197-Dated 5-12-47.
Legend
S.P. Co. R. of W. Line
Red - Proposed Work
Proposed Easement 0.176 Ac.±
V-84
3
SOUTHERN PACIFIC COMPANY
PACIFIC LINES
EAST OF WOODLAND
Proposed Easement for
County of Yolo
Scale 1"=100'
Mar. 6, 1968
File 321-2
DRAWER-66

6308

XEROX COPY

RECORDED DOCUMENT

FILED

JUN 18 1970

LAURENCE P. HENIGAN, Clerk

By Doris E. Lucas Deputy

VOL. 945 PAGE 475
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
JUN 16 1970
At 45 Min. Past 3 O'clock P M
YOLO COUNTY, CALIFORNIA
Recorder
FEE CHG.

AGREEMENT NO. 70-312

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of May, 19 70, by and between A. Teichert and Sons, Inc.

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Reconstruct and widen portions of roads at various locations within the County

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

BOOK 945 PAGE 475

XEROX COPY

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Plans and Specifications - Omnibus Contract No. 5

(Plan Index No. ----------) (WO = *).

Approved April 30, 1970 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within ninty (90) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calender day, and neither said party nor any

* - Work Order No.'s 4129, 4145, 4150, 4155, 4163, and 5141.

BOOK 945 PAGE 476

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

By John Ketchum
(County Counsel)
JUN 16 1970

COUNTY OF YOLO

By W. E. Duncan
Chairman of the Board of Supervisors

ATTEST:
Clarence E. Milligan, Clerk
By Peter E. Duncan, Deputy

By Edward A. Stelle
Contractor

Micro Fiched

BOOK 945 PAGE 477

FILED

JUN 24 1970

LAURENCE P. HENIGAN, Clerk
By Barbara B. Pilgrim
Deputy

YOLO COUNTY
AGREEMENT NO. 70-313

CONTRACT OF COUNTY OF YOLO

WITH THE STATE EMPLOYEES' RETIREMENT SYSTEM
FOR MAKING A VALUATION AS STATED HEREIN

By this AGREEMENT made this 1st day of June, 19 70, in accordance with and subject to the provisions of the State Employees' Retirement Law, by and between the BOARD OF SUPERVISORS of the COUNTY OF YOLO hereinafter referred to as Agency, and the State Employees' Retirement System hereinafter referred to as System, Agency and System agree as follows:

A. Agency herewith retains the services of System to perform, as of _____ the valuation required by Section 20461.1 of the State Employees' Retirement Law for the purpose of determination by the Board of Administration of the State Employees' Retirement System of the contributions to be made by Agency under Agency's contract with said Board if the benefits under said contract, described in the attached Exhibit A, are changed as follows:

Change item (s) 3.01 thru 3.11 and 6.03 from the description in Exhibit A to the description in the attached Exhibit B.

B. Agency will pay $* to System upon completion of the valuation, such fee being based on the number of persons and membership categories involved.

C. Any and all data and information requested by System from Agency for use in compilation of this valuation shall be furnished to System by Agency upon request by System. The actuarial tables and procedures to be used in the valuation shall be in accordance with the tables approved by said Board of Administration. System shall have sole control of the valuation and its judgment in the determination thereof shall be final and conclusive. All work sheets and final results and reports, the product of the valuation, shall be and remain the property of the System.

Witness our hands the day and year first above written.

Micro Fiched

STATE EMPLOYEES' RETIREMENT SYSTEM

BY _____
William E. Payne, Executive Officer

COUNTY OF YOLO

BY _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORN

TITLE _____

*FEE $50 flat, plus
$.50 per each active and inactive safety member.

Amendment

Approved as to Form
6-4-70
County Counsel of Yolo County

Ret. Form 424-A SERS (3/65) 500

Contract Status as of February 1, 1964 for YOLO COUNTY Code 416

Status release number 34

Amended: 1-1-61, 2-1-64

20493 or 20580 effective Not Applicable Alpha 4880

	(a) Miscellaneous	(c) Fire	(d) Local Safety Eff.-CPO	(e)
1.0 Coverage:				
1.01 SERS since	1-1-60*	Excluded	1-1-60	
1.02 OASDI since (D=Div., A=All)	A 10-23-52		A 10-23-52	
1.03 retro to	1-1-51		1-1-52	
1.04 Former Group A re-employ as	---		XXXXXXXXX	
1.05 Refund retro OASDI adj. contr.	---		---	
2.0 Local System	No		No	
2.01 Use age for contr. rates	---		---	
2.02 Employee contr. transferred	---		---	
2.03 Retired lives transferred	---		---	
3.0 Retirement Formula:				
3.01 Basic Formula	1/90-1/60FF		1½% @ 60	
3.02 Percent for P/S	100%		100%	
3.03 Misc. P/S improved to	Age 65		XXXXXXXXX	
3.04 Minimum Retirement Age	55		55	
3.05 Minimum Guarantee	$60		$60	
3.06 Mod 1st $400 for OASDI from	Employment		No	
3.07 until	Variable		---	
3.08 thereafter 1st $ to.	Per		---	
3.09 thereafter 1st $ to.	OASDI		---	
3.10 Ordinary disability formula	1.5%		1.5%	
3.11 Disability limit (section)	2129 M		2249 F	
4.0 Compensation Average:				
4.01 For P/S Benefits	3H(1-1-60)		3H(1-1-60)	
4.02 For C/S Benefits	3H(1-1-60)		3H(1-1-60)	
4.03 Gr. since (date)	1-1-60		1-1-60	
4.04 Include overtime	No		No	
5.0 Post-retirement Death Benefits:				
5.01 Lump Sum	$400		$400	
5.02 1/2 continuance (21264)	XXXXXXXXXX		No	
6.0 Pre-retirement Death Benefits:				
6.01 Local System contn credit	---		---	
6.02 Local System serv. credit	No		No	
6.03 '57 Survivor (21365.5) since	No		No	
6.04 '59 Survivor (21380-6) since	XXXXXXXXXX		XXXXXXXXX	
6.05 Safety violent indust. (21364)	XXXXXXXXXX		No	

Entries below apply to all groups

7.0 Special Service:		8.0 Allowance Increases:	
7.01 C/S pre-membership (20804.5)	No	8.01 To member formula (21251.3)	No
~~7.02 Mil. @ agcy. cost (20894.5)~~	~~No~~	8.02 $100 min. guar. (21258.2)	No
7.03 Mil. @ agcy. cost (20894.5)	No	8.03 '55 to pre-3 yr. ave. (21251.4)	No
7.04 P/S with 10 yr. C/S (20834.1)	No	8.04 '57 to pre-7/2/56 ret. (21251.5)	No
7.05 P/S wage other source (20839)	No	8.05 For 20834.1 service (20834.2)	No
		8.06 For 20839 service (20840)	No
		8.07 '63 to pre-1/1/62 ret. (21251.6)	No

Exclusions & Remarks: *Exclusion of hospital employees removed 1-1-61.

EXHIBIT A

Micro Fiched

Ret. Form 556-s (Rev. 8/63)

Contract Status as of _____ for COUNTY OF YOLO Code _____

Status release number 20493 or 20580 effective _____ Alpha _____

Amended:

	(a) Miscellaneous	(b) Miscellaneous	(c) Local Safety Fire.	(d) Local Safety Misc.-CPO	(e)
1.0 Coverage:					
1.01 SERS since.					
1.02 OASDI since (D=Div., A=All) .					
1.03 retro to.					
1.04 Former Group A re-employ as .					
1.05 Refund retro OASDI adj. contr.					
2.0 Local System.					
2.01 Use age for contr. rates. . .					
2.02 Employee contr. transferred .					
2.03 Retired lives transferred . .					
3.0 Retirement Formula:					
3.01 Basic Formula			Modified 2% Pay @ 55	Modified 2% Pay @ 55	
3.02 Percent for P/S			100%	100%	
3.03 Misc. P/S improved to.			XXX	XXX	
3.04 Minimum Retirement Age. . . .			50 disc.	50 disc.	
3.05 Minimum Guarantee			$100		
3.06 Mod. 1st $ 400 for OASDI from			Employment	Employment	
3.07 until			Retirement	Retirement	
3.08 thereafter 1st $_____ to.			400 Freeze	400 Freeze	
3.09 thereafter 1st $_____ to.			400 Freeze	400 Freeze	
3.10 Ordinary disability formula .			1.5%	1.5%	
3.11 Disability limit (section). .			21297 M	21297 M	
4.0 Compensation Average:					
4.01 For P/S Benefits.					
4.02 For C/S Benefits.					
4.03 Gr. since (date) ~~xxxxxxxx~~					
4.04 Include overtime.					
5.0 Post-retirement Death Benefits:					
5.01 Lump Sum.					
5.02 1/2 continuance (21264) . . .					
6.0 Pre-retirement Death Benefits:					
6.01 Local System contr. credit . .					
6.02 Local System serv. credit . .					
6.03 '57 Survivor (21365.5) since.		Yes	Yes	Yes	
6.04 '59 Survivor (21380-7) since.					

Entries below apply to all groups

7.0 Special Service:
7.01 P/S with 11 yr. C/S (20834.1)
7.05 P/S wage other source (20839)

8.0 Allowance Increases:
8.01 To member formula (21251.35) . .
8.02 $100 min. guar. (21258.2). . . .
8.03 '55 to pre-3 yr. ave. (21251.4) .
8.04 '57 to pre-7/2/56 ret. (21251.5).
8.05 For 20834.1 service (20834.2). .
8.06 For 20839 service (20840). . . .
8.07 '63 to pre-1-1-62 ret (21251.6).
8.08 '68 to pre-1-1-67 ret (21251.75).

Exclusions & Remarks

EXHIBIT B

Micro Fiched

Ret. Form 556-s (Rev. 1/69)

FILED
JUN - 4 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

YOLO COUNTY AGREEMENT NO. 70-314

(14)

AGREEMENT

THIS AGREEMENT, entered into this first day of July, 1970, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "University", and the COUNTY OF YOLO, a political subdivision, hereinafter called "Organization";

XEROX COPY

W I T N E S S E T H:

WHEREAS, University has applied for a grant by the U.S. Commissioner of Education pursuant to Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as amended, to stimulate and promote the part-time employment of students, particularly students from low-income families, who are in need of earnings from such employment to pursue courses of study at institutions of higher education such as University; and

WHEREAS, University and Organization desire that certain of University's students engage in work for public and private nonprofit organizations under the Work-Study Program authorized by the Act; and

WHEREAS, Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. Organization shall utilize the services of students furnished by University who are eligible fo participate in the Work-Study Program and who are qualified and acceptable to Organization. The specific services to be performed by said students and the rate of compensation therefor are set forth on the attached Exhibit "A", which is incorporated herein.

Micro Fiched

2. The work performed by such students shall be in the public interest and shall not

a. Displace employed workers or impair existing contracts for services;

b. Involve political activity or work for any political party; or

c. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

3. Organization agrees to

a. Reasonably supervise the services of students participating in the Work-Study Program and permit reasonable supervision by a representative of University;

b. Make a report to University of time worked by students participating in the program, at least monthly;

c. Allow no student to work for more than an average of fifteen (15) hours per week over a quarter, or other term used by University in awarding credits to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week; and

d. Pay to University at least twenty per cent (20%) of the total compensation to be paid to students participating in the program at such times as are agreed upon with University in writing.

4. Compensation to be paid to students participating in the program will be appropriate and reasonable in light of the work to be performed by them.

Micro Fiched

5. The services and benefits of Organization which involve the work of such students shall be available to all persons regardless of race, color or national origin. No students shall be denied participation in the Work-Study Program because of race, color or national origin.

6. University will be responsible for all applicable employee benefits, unless otherwise agreed by the parties herto in writing.

7. This agreement shall be subject to the availability of funds to University for the portion of the student's compensation not to be paid by Organization. It shall also be subject to the provisions of Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as now amended, or from time to time amended, and shall be subject ot regulations implementing said legislation.

8. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

9. This agreement shall terminate on the 30th day of June, 1970, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Allen G. Marr, Dean
By Research Development Allen G. Marr

Approved as to Form
Dated 6-4-70
County Counsel of Yolo County

COUNTY OF YOLO

By William E. Duncan
William E. Duncan, Chairman, Board of Supervisors

Attest: LAURENCE P. HENIGAN
Laurence P. Henigan, Clerk of the County of Yolo, ex officio, Clerk of the Board of Supervisors

By Barbara A. Rodgers
Deputy

Micro Filmed

EXHIBIT "A"

Name of Organization with which written student employment Agreement has been made:

COUNTY OF YOLO
Courthouse
Woodland, California 95695

Charles R. Mack
County Counsel

Student Aid II $3.00 per hour	Under direction and direct supervision of the County Counsel, aids in legal research, legal analysis, preparation for trial, investigation of facts and limited interviews of clients.

Micro Fiched

Micro Fiched

FILED

JUN 26 1970

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS Deputy

AGREEMENT NO. 70-315

(Agreement for Receiving Home for Dependent and Neglected Children)

THIS AGREEMENT by and between the County of Yolo, a political subdivision, hereinafter called COUNTY, and JAMES GRIFFIS and JOANNE GRIFFIS, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY and CONTRACTOR entered into an agreement for receiving home for dependent and neglected children dated December 8th, 1969, Yolo County Agreement No. 69-229, whereby CONTRACTOR agreed to provide receiving home services for COUNTY for a period terminating on June 30th, 1970.
2. COUNTY and CONTRACTOR desire to extend the term of said agreement No. 69-229.

Micro Fiched

AGREEMENTS:

1. The term of said Agreement No. 69-229 is extended to and shall terminate on June 30th, 1971.
2. In all other respects the terms and conditions of said Agreement No. 69-229 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 15th day of June, 1970.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
Deputy

(SEAL)

CONTRACTOR:

James Griffis
JAMES GRIFFIS

Joanne Griffis
JOANNE GRIFFIS

FILED
JUN 15 1970
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

YOLO COUNTY AGREEMENT NO. 70-316

AGREEMENT

THIS AGREEMENT, entered into this first day of July, 1970, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "University", and the COUNTY OF YOLO, STATE OF CALIFORNIA, a political subdivision of the State of California, hereinafter called "Organization";

W I T N E S S E T H:

WHEREAS, University has applied for a grant by the U.S. Commissioner of Education pursuant to Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as amended, to stimulate and promote the part-time employment of students, particularly students from low-income families, who are in need of earnings from such employment to pursue courses of study at institutions of higher education such as University; and

WHEREAS, University and Organization desire that certain of University's students engage in work for public and private nonprofit organizations under the Work-Study Program authorized by the Act; and

WHEREAS, Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

Micro Fiched

1. Organization shall utilize the services of students furnished by University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to Organization. The specific services to be performed by said students and the rate of compensation therefor are set forth on the attached Exhibit "A", which is incorporated herein.

2. The work performed by such students shall be in the public interest and shall not

a. Displace employed workers or impair existing contracts for services;

b. Involve political activity or work for any political party; or

c. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

3. Organization agrees to

a. Reasonably supervise the services of students participating in the Work-Study Program and permit reasonable supervision by a representative of University;

b. Make a report to University of time worked by students participating inthe program, at least monthly;

c. Allow no student to work for more than an average of fifteen (15) hours pwr week over a quarter, or other term used by University in awarding credits to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week; and

d. Pay to University at least twenty per cent (20%) of the total compensation to be paid to students participating in the program at such times as are agreed upon with University in writing.

4. Compensation to be paid to students participating in the program will be appropriate and reasonable in light of the work to be performed by them.

Micro Fiched

5. The services and benefits of Organization which involve the work of such students shall be available to all persons regardless of race, color or national origin. No student shall be denied participation in the Work-Study Program because of race, color or national origin.

6. University will be responsible for all applicable employee benefits, unless otherwise agreed by the parties hereto in writing.

7. This agreement shall be subject to the availability of funds to University for the portion of the student's compensation not to be paid by Organization. It shall also be subject to the provisions of Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as now amended, or from time to time amended, and shall be subject to regulations implementing said legislation.

8. This agreement may be cancelled by either party if there is a failure to comply with the provisions of this agreement.

9. This agreement shall terminate on the 30th day of June, 1971, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By Allen G. Marr, Dean
Research Development

COUNTY OF YOLO, STATE OF CALIFORNIA

By

Micro Fiched

Approved as to form
Dated JUN 12 1970
County Counsel of Yolo County

EXHIBIT "A"

Name of Organization with which written student employment Agreement has been made:

County of Yolo, State of Californis
Office of the Public Defender
815 Court Street
Woodland, California 95695

Rudolf H. Binsch
Public Defender of Yolo County

Student Aid II $3.00 per hour	Work under direction and supervision of the Public Defender or any staff attorney, aiding in legal research, legal analysis, preparation of cases for trial and/or plea, actual trial.

Micro Fiched

Book

FILED
JUN 18 1970
LAURENCE K. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 70-317

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 15th day of June, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ROBERT E. FISHER, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:

Micro Fiched

   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients as assigned between 8:00 A. M. and 5:00 P. M. on week days by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage of one week night per week on call from 5:00 P. M. to 8:00 A. M. and two week end days per month on call from 8:00 A. M. to 8:00 A. M.
   c. The staff time of PHYSICIAN may include emergency call

service in addition to that set forth above as scheduled by the Medical Director.

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,500 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

c. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months' service. In the event this contract is terminated PHYSICIAN shall be paid for the unused portion of the accrued vacation.

d. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

Micro Fiched

a. The term of this agreement shall commence on July 1st, 1970, and continue until written notice of cancellation is served by either party on the other, at least thirty (30) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor

practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

Micro Fiched

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by

PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Wm E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Beatrice Rodgers
DEPUTY

(SEAL)

Micro Fiched

Robert E. Fisher M.D.
ROBERT E. FISHER, M. D.

FILED
JUN 15 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodrigues
Deputy

AGREEMENT NO. 70-318

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 15th day of June, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YIN YAN CHENG, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:

Micro Fiched

   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients as assigned between 8:00 A. M. and 5:00 P. M. on week days by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage of one week night per week on call from 5:00 P. M. to 8:00 A. M. and two week end days per month on call from 8:00 A. M. to 8:00 A. M.
   c. The staff time of PHYSICIAN may include emergency call

service in addition to that set forth above as scheduled by the Medical Director.

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,200 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

c. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months' service. In the event this contract is terminated PHYSICIAN shall be paid for the unused portion of the accrued vacation.

d. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

Micro Fiched

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on July 1st, 1970, and continue until written notice of cancellation is served by either party on the other, at least thirty (30) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor

practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

Micro Fiched

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by

PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

e. This agreement supersedes all previous agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Wm E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Micro Fiched

Yin Yan Cheng
YIN YAN CHENG, M. D.

FILED

JUL - 3 1970

LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

YOLO COUNTY AGREEMENT NO. 70-319

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 19 70, by and between GRANITE CONSTRUCTION COMPANY

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

West Beamer Street, Ashley Avenue, and other Work on Adjacent Property in Woodland, California.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

Micro Fiched

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

West Beamer Street and Ashley Avenue

(Plan Index No. 210.155 through 210.163 (WO #4164)

Approved May 12, 1970 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within FIFTY (50) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

By W. E. Duncan
Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By Barbara Rodgers Deputy

GRANITE CONSTRUCTION COMPANY

By G. C. Dorey

G. C. Dorey, Vice President
Contractor

Micro Fiched

FILED

JUN 16 1970

LAURENCE P. HENIGAN, Clerk

By BARBARA A. ROGERS Deputy

AGREEMENT NO. 70- 320

(Day Care Agreement)

THIS AGREEMENT made and entered into this 15th day of June, 1970, by and between the **COUNTY OF YOLO**, a political subdivision of the State of California, hereinafter referred to as **COUNTY**, the **GOVERNING BOARD OF THE WINTERS JOINT UNIFIED SCHOOL DISTRICT** of Yolo and Solano and Napa Counties, State of California, a joint unified school district, hereinafter referred to as **DISTRICT**, and the **COUNTY SUPERINTENDENT OF SCHOOLS OF YOLO COUNTY**, hereinafter referred to as **YOLO SUPERINTENDENT**,

W I T N E S S E T H:

RECITALS:

1. **COUNTY** through the Yolo County Welfare Department is authorized by the California State Department of Social Welfare Regulation 30-365.2 to provide day care for children of low income, non AFDC families who are residents of a target area of special needs, such as migrants.

Micro Fiched

2. **COUNTY** desires to provide for such a program in the Winters area.
3. Education Code § 16606.5 authorizes the County Superintendent of Schools of each county, subject to the prior approval of the County Board of Education, and upon the application of one or more school districts under his jurisdiction, to establish and maintain a children's center upon such terms and conditions as may be provided for in a written contract entered into between the County Superintendent of Schools and the governing board of any such district.
4. Education Code § 16609 authorizes agreements with any county or other public agency for the furnishing of property,

facilities, personnel, supplies, equipment and other necessary items in carrying out the provisions of the children's center statutes and authorizes such city and county or other public agency to enter into such agreements.

5. DISTRICT desires the establishment of a children's center for certain migrant children in the Winters area, and hereby makes application to YOLO SUPERINTENDENT for the establishment and maintenance of such a children's center upon the terms and conditions hereinafter set forth.

6. YOLO SUPERINTENDENT desires to exercise the authority conferred upon him by Education Code § 16606.5, and under such authority desires to provide for the establishment and maintenance of such children's center in the Winters area for approximately twenty-five (25) pre-school children.

7. Such day care services and children's center services include comprehensive and coordinated sets of activities providing direct care and protection of pre-school children outside their own homes during the course of a day.

AGREEMENTS:

Micro Fiched

1. In consideration of the mutual covenants and agreements of the parties set forth herein, DISTRICT hereby makes application for and agrees to the establishment and maintenance of a children's center upon the terms and conditions hereinafter set forth:

   a. To establish and maintain a children's center and to provide an adequate day care program at the facilities mentioned above for approximately twenty-five (25) children.

   b. To provide such service in accordance with Federal Inter-Agency Day Care Requirements pursuant to § 522(d) of the Economic Opportunity Act as approved by the U. S. Department of Health, Education and Welfare, U. S. Office of

Economic Opportunity, U. S. Department of Labor dated September 23, 1968, and amendments thereto or replacements thereof heretofore or hereinafter so approved.

c. To provide such services in accordance with Program Standards for Social Services, Day Care Services for Children, Chapter 30-350, regulations promulgated by the California State Department of Social Welfare effective July 1, 1968, and amendments thereto heretofore or hereinafter promulgated.

d. To establish and maintain the children's center in accordance with the reasonable and uniform standards and regulations of the California Superintendent of Public Instruction.

e. To maintain and furnish to COUNTY on demand statements and records in support of his claim for payment.

3. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees upon an itemized claim, to pay monthly to YOLO SUPERINTENDENT its costs incurred for services rendered hereunder not to exceed $13,451 during the term of this agreement.

Micro Fiched

4. In consideration of the mutual covenants and agreements herein contained YOLO SUPERINTENDENT agrees as follows:

a. To establish and maintain a children's center in the Winters area under the terms and conditions set forth above.

b. To indemnify and hold harmless COUNTY and DISTRICT from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the provision of day care service or the establishment and maintenance of a children's center caused by any act or omission of YOLO SUPERINTENDENT, its agents, employees or servants.

5. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on June 1, 1970, and shall terminate on October 30, 1970.

b. The term of this agreement may be extended by mutual agreement of the parties in writing.

c. If the children's center shall fail to conform to the rules and regulations mentioned above, COUNTY may, at its option, terminate this agreement by notice in writing to YOLO SUPERINTENDENT.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Hannan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara B. Rodgers
DEPUTY

(SEAL)

Micro Fiched

GOVERNING BOARD OF THE WINTERS JOINT UNIFIED SCHOOL DISTRICT OF YOLO, SOLANO AND NAPA COUNTIES, a joint unified school district

BY Sebastian L. Tapia
President

BY Mrs. Donald Dominguez
Clerk

APPROVED BY THE YOLO COUNTY BOARD OF EDUCATION this 25th day of May, 1970.

BY Emiline K. Faye
President

BY _____

SUPERINTENDENT OF SCHOOLS OF YOLO COUNTY

BY M. A. Cabalzar
MARTIN A. CABALZAR

FILED
JUN 16 1970
LAWRENCE P. HENGEL, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 70-321

(Day Care Agreement)

THIS AGREEMENT made and entered into this 15th day of June, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, the GOVERNING BOARD OF THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT of Yolo and Sutter Counties, State of California, a joint unified school district, hereinafter referred to as DISTRICT, and the COUNTY SUPERINTENDENT OF SCHOOLS OF YOLO COUNTY, hereinafter referred to as YOLO SUPERINTENDENT,

W I T N E S S E T H:

RECITALS:

1. COUNTY through the Yolo County Welfare Department is authorized by the California State Department of Social Welfare Regulation 30-365.2 to provide day care for children of low income, non AFDC families who are residents of a target area of special needs, such as migrants.
2. COUNTY desires to provide for such a program in the Knights Landing area.
3. Education Code § 16606.5 authorizes the County Superintendent of Schools of each county, subject to the prior approval of the County Board of Education, and upon the application of one or more school districts under his jurisdiction, to establish and maintain a children's center upon such terms and conditions as may be provided for in a written contract entered into between the County Superintendent of Schools and the governing board of any such district.
4. Education Code § 16609 authorizes agreements with any county or other public agency for the furnishing of property,

Micro Fiched

facilities, personnel, supplies, equipment and other necessary items in carrying out the provisions of the children's center statutes and authorizes such city and county or other public agency to enter into such agreements.

5. DISTRICT desires the establishment of a children's center for certain migrant children in the Knights Landing area, and hereby makes application to YOLO SUPERINTENDENT for the establishment and maintenance of such a children's center upon the terms and conditions hereinafter set forth.

6. YOLO SUPERINTENDENT desires to exercise the authority conferred upon him by Education Code § 16606.5, and under such authority desires to provide for the establishment and maintenance of such children's center in the Knights Landing area for approximately twenty-five (25) pre-school children.

7. Such day care services and children's center services include comprehensive and coordinated sets of activities providing direct care and protection of pre-school children outside their own homes during the course of a day.

AGREEMENTS:

Micro Fiched

1. In consideration of the mutual covenants and agreements of the parties set forth herein, DISTRICT hereby makes application for and agrees to the establishment and maintenance of a children's center upon the terms and conditions hereinafter set forth:

   a. To establish and maintain a children's center and to provide an adequate day care program at the facilities mentioned above for approximately twenty-five (25) children.

   b. To provide such service in accordance with Federal Inter-Agency Day Care Requirements pursuant to § 522(d) of the Economic Opportunity Act as approved by the U. S. Department of Health, Education and Welfare, U. S. Office of

Economic Opportunity, U. S. Department of Labor dated September 23, 1968, and amendments thereto or replacements thereof heretofore or hereinafter so approved.

c. To provide such services in accordance with Program Standards for Social Services, Day Care Services for Children, Chapter 30-350, regulations promulgated by the California State Department of Social Welfare effective July 1, 1968, and amendments thereto heretofore or hereinafter promulgated.

d. To establish and maintain the children's center in accordance with the reasonable and uniform standards and regulations of the California Superintendent of Public Instruction.

e. To maintain and furnish to COUNTY on demand statements and records in support of his claim for payment.

3. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees upon an itemized claim, to pay monthly to YOLO SUPERINTENDENT its costs incurred for services rendered hereunder not to exceed $13,451 during the term of this agreement.

Micro Filmed

4. In consideration of the mutual covenants and agreements herein contained YOLO SUPERINTENDENT agrees as follows:

a. To establish and maintain a children's center in the Knights Landing area under the terms and conditions set forth above.

b. To idemnify and hold harmless COUNTY and DISTRICT from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the provision of day care service or the establishment and maintenance of a children's center caused by any act or omission of YOLO SUPERINTENDENT, its agents, employees or servants.

5. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on June 1, 1970, and shall terminate on October 30, 1970.

b. The term of this agreement may be extended by mutual agreement of the parties in writing.

c. If the children's center shall fail to conform to the rules and regulations mentioned above, COUNTY may, at its option, terminate this agreement by notice in writing to YOLO SUPERINTENDENT.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Micro Filmed

GOVERNING BOARD OF THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT OF YOLO and SUTTER COUNTIES, a joint unified school district

BY Harold D. Blocher
President

BY Sylvia L. Dozier
Clerk

APPROVED BY THE YOLO COUNTY BOARD OF EDUCATION this 25th day of May, 1970.

BY _____
President

BY _____

SUPERINTENDENT OF SCHOOLS OF YOLO COUNTY

BY _____
MARTIN A. CABALZAR

YOLO COUNTY AGREEMENT NO. 70-322

FILED
AUG - 5 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Bridges
Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of June, 1970, by and between the STATE PERSONNEL BOARD, through its duly appointed, qualified, and acting Executive Officer, party of the first part, hereinafter called the Board, and the COUNTY OF YOLO, party of the second part, hereinafter called the COUNTY.

WITNESSETH: That the parties, for and in consideration of the covenants, conditions, agreements, and stipulations hereinafter expressed, hereby agree as follows:

1. In consideration of the payment by the COUNTY to the Board of the sum hereinafter prescribed in Schedule A, the Board does hereby agree to perform those technical personnel services hereinafter set forth, pursuant to the authority contained in Section 18707, Government Code.

2. The Board shall

A. Prepare a classification plan covering employees of the COUNTY.

B. Prepare a compensation plan for those classes of positions recommended by the Board.

Micro Fiched

In performing the services incident to the preparation of a classification plan, the Board shall:

(1) Make job analyses of all positions agreed to between the parties, prepare appropriate class specifications, and allocate all positions to their proper classifications.

(2) Prepare such rules and regulations as may be necessary to administer the classification plan.

(3) When requested, advise and assist the COUNTY in technical matters of personnel administration.

In performing the services incident to the preparation of a compensation plan for the classified service of the COUNTY the Board shall:

(1) Prepare salary range recommendations for all classes of positions in the COUNTY service.

(2) Perform all necessary technical work in connection with the above function.

(3) Prepare rules and regulations necessary for the administration of the compensation plan in the COUNTY.

Schedule A

In consideration of the performance of the above functions by the Board, the COUNTY agrees to reimburse the Board for the latters costs, not to exceed $12,500, as determined by the Board including:

Micro Fiched

(1) Salaries, retirement, vacation, sick leave, and related operating expenses.

(2) The actual travel expense of such employee between Sacramento or other permanent headquarters and the COUNTY in accordance with the rules and regulations of the Board of Control of the State of California concerning such expenses.

(3) The living expenses for such employees while engaged in the above-mentioned activities away from Sacramento or other permanent headquarters, in accordance with the rules and regulations of said Board of Control concerning such expenses.

In addition, the COUNTY agrees to cooperate fully and to furnish such clerical help and materials as may be necessary to the proper performance of the above-mentioned services.

The Board shall, from time to time, submit invoices covering services rendered, and the COUNTY agrees to pay such invoices within sixty (60) days following receipt thereof. This agreement may be terminated by either party hereto upon thirty (30) days written notice prior to the date of termination.

STATE PERSONNEL BOARD

By John R. Fisher
Executive Officer

"I HEREBY CERTIFY THAT ALL CONDITIONS FOR EXEMPTION SET FORTH IN STATE ADMINISTRATIVE MANUAL SECTION 1201.13 HAVE BEEN COMPLIED WITH AND THIS DOCUMENT IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF FINANCE"

John R. Fisher

COUNTY OF YOLO

By W. E. Duncan
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

FORM	VALUE	ENERGY	COS DESCRIPT.

Department of General Services

APPROVED

JUL 24 1970

BY

Chief Counsel

Micro Fiched

JUN 23 1970

These services may properly be secured outside of civil service procedures. This certification has no reference to the propriety of the fee schedule.

STATE PERSONNEL BOARD

By: Calvin D. Sharp Date: 7/29/70

11/65
100
T/C - 3

YOLO COUNTY AGREEMENT NO. 70-323

FILED
JUL 31 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

03-Yol-113-8.9/9.3

03356 - 150501

East Street (State Route 113)
at Gibson Road

District Agreement No. 476

THIS AGREEMENT, MADE AND ENTERED INTO THIS

22nd DAY OF June, 1970

BY AND BETWEEN

CITY OF WOODLAND,
a body politic and a municipal corporation of the State of California, hereinafter referred to as "CITY"

AND

COUNTY OF YOLO,
a political subdivision of the State of California, hereinafter referred to as "COUNTY"

AND

STATE OF CALIFORNIA,
acting by and through its Business and Transportation Agency, Department of Public Works, Division of Highways, hereinafter referred to as "STATE"

Micro Fiched

WHEREAS, STATE, CITY AND COUNTY contemplate installation of traffic control signal system and safety lighting at the intersection of Gibson Road with State Highway Route 113 (East Street), a portion of which is situated within the City of Woodland, County of Yolo, and desire to specify herein the terms and conditions under which said system is to be installed, financed and maintained.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I

STATE AGREES:

(1) To install the traffic control signal system and safety lighting hereinbefore mentioned, through construction by contract with construction contractors licensed by the State of California, said contract to be carried out in accordance with provisions of the State Contract Act, Chapter 3, Part 5, Division 3, Title 2 of the Government Code, and work completed in conformity with plans and specifications of STATE.

Micro Fiched

(2) To bear the entire expense of preparation of plans and specifications, and STATE'S share of construction engineering costs ((including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures)) and construction costs required to complete the installation referred

to herein, such share to be a sum representing 50 percent of the total cost of installation of the traffic control signal system and safety lighting.

(3) To maintain and operate the entire traffic control signal system and safety lighting as installed.

SECTION II

CITY AGREES:

(1) To deposit with STATE within 30 days of receipt of billing therefor (which billing will be forwarded immediately following STATE'S bid advertising date of a construction contract for the aforesaid installation), the amount of $8,421.00, which figure represents CITY'S estimated share of construction engineering costs and construction costs required to complete the installation referred to herein.

The actual amount of CITY'S share of construction engineering costs ((including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures)) and construction costs will be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be a sum representing 25 percent of the total cost of installation of the traffic control signal system and safety lighting.

Micro Fiched

(2) To reimburse STATE for CITY'S proportionate share of the cost of maintenance and operation of said traffic control signal

system and/or safety lighting, such share to be determined in the manner provided in that Agreement for Maintenance of State highways within the CITY which is in effect at the time said costs are incurred, or if no such agreement exists, such share to be a sum representing 25 percent of the total cost of maintenance and operation of said traffic control signal system and/or safety lighting.

(3) To furnish the necessary right of way unless otherwise provided for and to certify to STATE that the right of way is owned by CITY or that CITY has Right of Entry to do work prior to STATE'S bid advertising date of a construction contract for the aforesaid installation.

SECTION III

COUNTY AGREES:

(1) To deposit with STATE within 30 days of receipt of billing therefor (which billing will be forwarded immediately following STATE'S bid advertising date of a construction contract for the aforesaid installation), the amount of $8,421.00, which figure represents COUNTY'S estimated share of construction engineering costs and construction costs required to complete the installation referred to herein.

Micro Fiched

The actual amount of COUNTY'S share of construction engineering costs ((including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures)) and

construction costs will be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be a sum representing 25 percent of the total cost of installation of the traffic control signal system and safety lighting.

(2) To reimburse STATE for COUNTY'S proportionate share of the cost of maintenance and operation of said traffic control signal system and/or safety lighting, such share to be determined in the manner provided in that Agreement for Maintenance of traffic signals and safety lighting on State highways within the COUNTY which is in effect at the time said costs are incurred, or if no such agreement exists, such share to be a sum representing 25 percent of the total cost of maintenance and operation of said traffic control signal system and/or safety lighting.

(3) To furnish the necessary right of way unless otherwise provided for and to certify to STATE that the right of way is owned by COUNTY or that COUNTY has Right of Entry to do work prior to STATE's bid advertising date of a construction contract for the aforesaid installation.

SECTION IV

It is mutually understood and agreed:

Micro Fiched

(1) That obligations of STATE under terms of this Agreement are subject to the allocation of funds by the California Highway Commission.

(2) That neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY and COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY and COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY and COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY and COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY and COUNTY under this Agreement.

(3) That neither CITY, COUNTY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY and COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY and COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY and COUNTY under this Agreement.

Micro Fiched

(4) That, should any portion of the project be financed with Federal Funds or State Gas Tax Funds all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

J. A. LEGARRA
State Highway Engineer

By _____
District Engineer

CITY OF WOODLAND

By _____
Mayor

Attest: _____
City Clerk

Approved as to form and procedure

OLIVER J. NORTHUP, JR.

By _____
City Attorney

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

Attest: LAURENCE P. HENIGAN
Clerk of the Board of Supervisors

By _____
Deputy

Approved as to form and procedure

_____
County Attorney

Micro Fiched

JUN 26 1970

RESOLUTION NO. 2262

A RESOLUTION OF THE COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA AUTHORIZING EXECUTION OF DISTRICT AGREEMENT NO. 476 WITH STATE OF CALIFORNIA, DIVISION OF HIGHWAYS

BE IT RESOLVED by the Council of the City of Woodland, California, that the Mayor and City Clerk be, and they are hereby authorized to execute District Agreement No. 476 with the State of California, Division of Highways, for and on behalf of the CITY OF WOODLAND for the construction, installation and maintenance of a traffic signal system and highway lighting on East Street (State Route 113) at Gibson Road.

PASSED AND ADOPTED this 15th day of June, 1970, by the Council of the City of Woodland by the following vote:

AYES: COUNCILMEN: Dolan, Nardini, Wyly, Barrow

NOES: COUNCILMEN: Roberts

ABSENT: COUNCILMEN None

A. B. Barrow
MAYOR

ATTEST:

CITY CLERK

Micro Fiched

I hereby certify that the foregoing is a true and correct copy of the Resolution duly and regularly adopted by the City Council of the CITY OF WOODLAND at a meeting thereof held on the 15th day of June, 1970, and that the same now appears of record in my office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 17th day of June, 1970.

D L Marler

FILED
JUN 29 1970
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

YOLO COUNTY AGREEMENT NO. 70-324

CO-OPERATIVE AGREEMENT

"FOR IMPROVING COVELL BOULEVARD (COUNTY ROAD 31) BETWEEN L STREET AND STATE ROUTE 113"

THIS AGREEMENT made and entered into this day of , 1970, by and between the County of Yolo, hereinafter called "Yolo" and the City of Davis, hereinafter called "City".

WHEREAS, a portion of Covell Boulevard (County Road 31) between L Street and State Route 113 is within the City Limits and the remaining portion is within the unincorporated area of Yolo, and

WHEREAS, Covell Boulevard (County Road 31) is a major street in both Yolo's and City's General Plans, and

WHEREAS, Yolo and City desire to reconstruct said Covell Boulevard between the above limits, and

WHEREAS, Yolo has determined that said reconstruction is of general county interest and that county aid shall be extended therefore.

NOW, THEREFORE, in consideration of the premises and mutual benefits to be derived from such reconstruction, the parties agree as follows:

ARTICLE I

City agrees as follows:

1. To prepare plans, specifications, cost estimates and do all necessary things to award a contract for the reconstruction of Covell Boulevard (County Road 31) between L Street and State Route 113. Said work shall consist generally of concrete curbs, gutters, asphalt paving, storm drain systems and all other appurtenances in accordance with plans prepared by the office of the City Engineer and approved by the Yolo County Public Works Director.

Micro Fiched

2. That City will obtain approval of the Yolo County Public Works Director subsequent to opening bids and prior to the awarding of a contract.

3. That City will administer the contract and inspect the work to assure compliance with plans and specifications.

4. That subsequent to completion and acceptance City will assume full responsibility for maintenance and operation of all facilities installed within the limits of this contract.

ARTICLE II

Yolo agrees as follows:

1. To reimburse the City from the Yolo County Road Fund, in accordance with the following schedule, provided, however, that in no event shall the total amount reimbursed to City from Yolo exceed $80,000.00.

CONTRACT BID ITEM	PERCENTAGE TO BE PAID BY YOLO COUNTY
a) Excavation, clearing & grubbing, removals	50%
b) A.C. Paving	50%
c) Aggregate Base	50%
d) Aggregate Subbase	50%
e) Storm Drainage System	50%
f) Engineering & Inspection	35%
g) All other items included within the contract.	0%

3. Yolo shall deposit with City an amount calculated in accordance with the above schedule and based upon the bid prices of the successful bidder and shall include Yolo's percentage of engineering costs expended as of that date, with said amount being paid within thirty (30) days after approval of the successful bidder by City. Final payment to the City shall be based upon the percentage for those items of work indicated above as actually installed and paid to Contractor. Said final payment shall be made to the City within thirty (30) days after acceptance by City and submittal of final quantities and engineering costs to Yolo for approval.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and year first above written.

CITY OF DAVIS

Mayor

City Clerk

APPROVED AS TO FORM:

County Counsel

JUN 30 1970

City Attorney

COUNTY OF YOLO

Chairman of the Board of Supervisors, County of Yolo, State of California

(SEAL)

Micro Fiched

FILED

JUN 29 1970

LAURENCE F. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 70-325

(Radiology Agreement)

THIS AGREEMENT made and executed in Quadruplicate at Woodland, California, as of the 29th day of June, 1970, by and between the County of Yolo for the Yolo General Hospital, an institution owned and operated by the County of Yolo, hereinafter designated as COUNTY, and G. ROBERT HANSON, M.D., an individual, and hereinafter designated as RADIOLOGIST,

W I T N E S S E T H:

WHEREAS, COUNTY requires the services of a Radiologist in its hospital Diagnostic Radiological Department; and

WHEREAS, RADIOLOGIST is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the operation of said Diagnostic X-Ray Department in said Yolo General Hospital during the term hereof;

Micro Fiched

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

FIRST: COUNTY shall supply, furnish, maintain and control the operation of the Diagnostic X-Ray Department in the Yolo General Hospital. RADIOLOGIST shall use the premises solely for the practice of the specialty of Radiology.

SECOND: RADIOLOGIST shall be a member of the Medical Staff of Yolo General Hospital, subject to the Medical Staff By-Laws, Rules and Regulations, and shall be granted such privileges as may be recommended by the Medical Staff of Yolo General Hospital to the Board of Supervisors of Yolo County, the Governing Board

of COUNTY.

THIRD: All non-medical personnel required for the proper operation of said X-Ray Department shall be selected and employed by COUNTY: however, RADIOLOGIST may be an additional member of the Qualification Review Board appointed to aid in the review of credentials and to recommend in writing approval or disapproval in hiring of an X-Ray Technician.

FOURTH: RADIOLOGIST shall perform at a flat charge of TWELVE HUNDRED DOLLARS ($1200.00) per each month scheduled and performed. The schedule of services shall be made by the Hospital Administrator for such portion of the diagnostic X-ray examinations requested on patients determined to be Yolo County indigents; RADIOLOGIST'S services to include the reading of films, typing and rendering a report, performing fluoroscopies and other special procedures normally performed by a Radiologist. RADIOLOGIST is to bill all patients not determined as Yolo County indigents for services he performs, COUNTY to provide RADIOLOGIST with the necessary billing information.

FIFTH: If there shall arise any question concerning the character of services furnished in said X-Ray Department, RADIOLOGIST or the Medical Staff of Yolo General Hospital shall have the right to submit such matter for determination to the executive committee of the Yolo General Hospital Medical Staff, and its decision in that regard shall be final.

Micro Fiched

SIXTH: In the performance of the work, duties, and obligations devolving upon him under this agreement, it is mutually understood and agreed that RADIOLOGIST is at all times acting and performing as an independent contractor practising his profession of medicine and surgery and specializing in X-Ray diagnosis and treatment; that COUNTY shall neither have nor exercise any control or direction over the methods by which RADIOLOGIST shall perform his work and functions excepting that RADIOLOGIST does by this agree-

ment agree to perform his said work and functions at all times in strict accordance with currently approved methods and practice in his professional specialty, and that the sole interest of COUNTY is to assure that said Diagnostic X-Ray work and service shall be performed and rendered in a competent, efficient, and satisfactory manner. All applicable provisions relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

SEVENTH: In the event there is any disagreement as to the work schedule of RADIOLOGIST such disagreement shall be referred to the executive committee of the Yolo General Hospital Medical Staff for recommendation to the Governing Board of COUNTY, whose action shall be final. COUNTY expressly agrees that the work of the X-Ray Department may be done by such assistant radiologists as RADIOLOGIST may employ, or associates or partners in practice with RADIOLOGIST, so long as approval of COUNTY is obtained prior to such practice by assistant radiologists or associates or partners. Nothing contained in this paragraph or in this agreement shall be construed to permit assignment by RADIOLOGIST of any rights under this agreement, and such assignment is expressly prohibited.

EIGHTH: Fees payable under this contract are based upon a ratio of County indigent patients to the total number of patients. COUNTY and RADIOLOGIST both reserve the right to change this contract whenever this ratio changes.

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NINTH: This agreement to be in effect for a period of two (2) years, beginning July 1st, 1970, and ending June 30th, 1972, but may be terminated earlier by either party giving the other thirty days' written notice of said earlier termination date.

IN WITNESS WHEREOF, COUNTY has caused this agreement to be executed and its seal to be hereunto affixed by its officers

thereunto duly authorized and RADIOLOGIST has executed this agreement by hereunto setting his hand as of the day and year first above written.

COUNTY OF YOLO for the
YOLO GENERAL HOSPITAL

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF
SUPERVISORS, COUNTY OF YOLO
STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Ollie E. Lucas
Deputy

(SEAL)

G. Robert Hanson M.D.
G. ROBERT HANSON, M.D., RADIOLOGIST

Micro Fiched

FILED
JUN 29 1970
LAURENCE K. HANSON, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 70- 326

(Radiology Agrement)

THIS AGREEMENT made and executed in Quadruplicate at Woodland, California, as of the 29th day of June, 1970, by and between the County of Yolo for the Yolo General Hospital, an institution owned and operated by the County of Yolo, hereinafter designated as COUNTY, and JOSE CHICARINO netto, M.D., an individual, and hereinafter designated as RADIOLOGIST,

W I T N E S S E T H:

WHEREAS, COUNTY requires the services of a Radiologist in its hospital Diagnostic Radiological Department; and

WHEREAS, RADIOLOGIST is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the operation of said Diagnostic X-Ray Department in said Yolo General Hospital during the term hereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

FIRST: COUNTY shall supply, furnish, maintain and control the operation of the Diagnostic X-Ray Department in the Yolo General Hospital. RADIOLOGIST shall use the premises solely for the practice of the specialty of Radiology.

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SECOND: RADIOLOGIST shall be a member of the Medical Staff of Yolo General Hospital, subject to the Medical Staff By-Laws, Rules and Regulations, and shall be granted such privileges as may be recommended by the Medical Staff of Yolo General Hospital to the Board of Supervisors of Yolo County, the Governing Board

of COUNTY.

THIRD: All non-medical personnel required for the proper operation of said X-Ray Department shall be selected and employed by COUNTY; however, RADIOLOGIST may be an additional member of the Qualification Review Board appointed to aid in the review of credentials and to recommend in writing approval or disapproval in hiring of an X-Ray Technician.

FOURTH: RADIOLOGIST shall perform at a flat charge of TWELVE HUNDRED DOLLARS ($1200.00) per each month scheduled and performed. The schedule of services shall be made by the Hospital Administrator for such portion of the diagnostic X-ray examinations requested on patients determined to be Yolo County indigents; RADIOLOGIST'S services to include the reading of films, typing and rendering a report, performing fluoroscopies and other special procedures normally performed by a Radiologist. RADIOLOGIST is to bill all patients not determined as Yolo County indigents for services he performs, COUNTY to provide RADIOLOGIST with the necessary billing information.

FIFTH: If there shall arise any question concerning the character of services furnished in said X-Ray Department, RADIOLOGIST or the Medical Staff of Yolo General Hospital shall have the right to submit such matter for determination to the executive committee of the Yolo General Hospital Medical Staff, and its decision in that regard shall be final.

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SIXTH: In the performance of the work, duties, and obligations devolving upon him under this agreement, it is mutually understood and agreed that RADIOLOGIST is at all times acting and performing as an independent contractor practising his profession of medicine and surgery and specializing in X-Ray diagnosis and treatment; that COUNTY shall neither have nor exercise any control or direction over the methods by which RADIOLOGIST shall perform his work and functions excepting that RADIOLOGIST does by this

agreement agree to perform his said work and functions at all times in strict accordance with currently approved methods and practice in his professional specialty, and that the sole interest of COUNTY is to assure that said Diagnostic X-Ray work and service shall be performed and rendered in a competent, efficient, and satisfactory manner. All applicable provisions relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

SEVENTH: In the event there is any disagreement as to the work schedule of RADIOLOGIST such disagreement shall be referred to the executive committee of the Yolo General Hospital Medical Staff for recommendation to the Governing Board of COUNTY, whose action shall be final. COUNTY expressly agrees that the work of the X-Ray Department may be done by such assistant radiologists as RADIOLOGIST may employ, or associates or partners in practice with RADIOLOGIST, so long as approval of COUNTY is obtained prior to such practice by assistant radiologists or associates or partners. Nothing contained in this paragraph or in this agreement shall be construed to permit assignment by RADIOLOGIST of any rights under this agreement, and such assignment is expressly prohibited.

EIGHTH: Fees payable under this contract are based upon a ratio of County indigent patients to the total number of patients. COUNTY and RADIOLOGIST both reserve the right to change this contract whenever this ratio changes.

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NINTH: This agreement to be in effect for a period of two (2) years, beginning July 1st, 1970, and ending June 30th, 1972, but may be terminated earlier by either party giving the other thirty days' written notice of said earlier termination date.

IN WITNESS WHEREOF, COUNTY has caused this agreement to be executed and its seal to be hereunto affixed by its officers

FILED

JUL 20 1970

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

YOLO COUNTY AGREEMENT NO. 70-327

AGREEMENT FOR DIAGNOSTIC AND TREATMENT SERVICES AND TEMPORARY DETENTION IN RECEPTION CENTERS AND CLINICS OF THE DEPARTMENT OF THE YOUTH AUTHORITY

Contract No. 197

THIS AGREEMENT, made and entered into this 1st day of July, 19 70, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed, qualified and acting Director of the Youth Authority, hereinafter called the State, and the COUNTY OF YOLO, hereinafter called the County.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any County of this State upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

(a) The Court has determined that a minor is a person described by Section 602, Welfare and Institutions Code, or if the Court has determined that a minor is a person described by Section 601 and a supplemental petition for commitment of such minor to the Youth Authority has been filed pursuant to Section 777, Welfare and Institutions Code, and such minor is otherwise eligible for commitment to the Youth Authority, and

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(b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation and diagnosis as can be made at a diagnostic and treatment center of the Youth Authority, and

(c) said Court Orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. The County shall execute the Court Order by transporting such person to the facility indicated by the State and returning him therefrom to the Court at no expense to the State.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court his diagnosis and recommendations concerning such minor's future care, supervision and treatment.

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5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.

6. The County agrees to pay the State the sum of $705.00 per month for each case studied, or $24.00 per person for each day, or part of a day, of temporary

detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the State for the costs incurred.

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
714 P Street
Sacramento, California 95814

7. The period of this Agreement is from July 1, 1970 to June 30, 1971, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 403.

STATE OF CALIFORNIA

Allen F. Breed, Director
Department of the Youth Authority

By _____

Title CHIEF, ADMINISTRATIVE SERVICES DIVISION

COUNTY OF YOLO

By _____

Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA.

Approved as to Form
Date _____
County Counsel of Yolo County

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

YOLO COUNTY
AGREEMENT NO. 70-328

LOCAL AGENCY-STATE AGREEMENT

Traffic Operations Program to Increase Capacity and Safety

TOPICS

03 Yolo
District County City

AGREEMENT No. 3

MASTER AGREEMENT

URBAN AREA Name Sacramento

URBAN AREA No. 3067

THIS AGREEMENT, made in _____ this ____ day of ____, 19 70 ,

by and between the County of Yolo ,

political subdivision(s) of the State of California, hereinafter referred to as "LOCAL AGENCY", and the STATE OF CALIFORNIA, acting by and through the Division of Highways of the Department of Public Works, hereinafter referred to as "STATE".

WITNESSETH:

WHEREAS, the Congress of the United States has in the Federal-Aid Highway Act of 1968 declared it to be in the national interest for Federal Funds to be expended for a "TOPICS" program which consists of making traffic operations improvements on a systematic basis in accordance with an areawide plan over a network of arterial and other major streets within urban areas; and

WHEREAS, the Legislature of the State of California has enacted Chapter 1141 of the Statutes of 1969, by which the federal funds authorized may be made available for use on county highways, city streets, and state highways to reduce traffic congestion and to facilitate the flow of traffic in urban areas in accordance with the intent of the federal act; and

WHEREAS, there exists a compelling need for traffic operation improvements on existing streets within the boundaries of LOCAL AGENCY; and

WHEREAS, LOCAL AGENCY and STATE therefore desire to make use of such TOPICS funds as may be made available within the jurisdictional boundaries of said LOCAL AGENCY; and

WHEREAS, before Federal-aid will be made available for a TOPICS program, LOCAL AGENCY and STATE are required to enter into an agreement with respect to the preparation of an area-wide TOPICS plan and with respect to the construction, maintenance and evaluation of such TOPICS improvement projects as may be financed in part with federal TOPICS funds.

THEREFORE IT IS AGREED:

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The Areawide "TOPICS" Plan and Study Report together with such improvement projects as may be financed with TOPICS funds will conform with the general provisions of U.S. Bureau of Public Roads (also referred to hereinafter as BPR or Bureau) Policy and Procedure Memorandum (also referred to hereinafter as PPM) 21-18 and with the following special provisions.

XEROX COPY

ARTICLE I – CONDITIONS

1. As a condition for Federal "TOPICS" Funds participation in an Areawide "TOPICS" Plan and Study Report or in a TOPICS improvement LOCAL AGENCY shall prepare a general plan of highway improvements on local roads and streets and State Highways within the boundaries of the urban area designated by STATE and approved by the U.S. Bureau of Public Roads based upon a continuing comprehensive transportation planning process meeting the requirements of Section 134 of Title 23, United States Code.

2. Any such transportation planning process within an urban area of over 50,000 population or which will soon be over 50,000 population shall be conducted in substantial conformance with Bureau of Public Roads Policy and Procedure Memorandum 50-9 and any such transportation planning process with a smaller urban area shall conform substantially with BPR Instructional Memorandum 50-3-69. The U.S. Bureau of Public Roads will determine which category applies to an urban area and STATE will furnish LOCAL AGENCY with copies of the applicable Procedural or Instructional Memorandum.

3. Except for those functions specified in PPM 21-18 TOPICS funds may not participate in LOCAL AGENCY expenditures for the continuing comprehensive transportation planning process nor in the preparation of the general plan. When approved by the BPR and agreed between STATE and LOCAL AGENCY federal highway planning funds may participate in the cost of such planning. Federal TOPICS funds may participate only in the areawide TOPICS plan and study report or in TOPICS improvement projects as provided herein.

4. Federal funds may participate only in work which has been officially programmed to and approved by the U.S. Bureau of Public Roads in advance of its performance.

ARTICLE II – AREAWIDE TOPICS PLAN AND STUDY REPORT

1. LOCAL AGENCY shall with or without federal-aid prepare or arrange for the preparation of an Areawide TOPICS Plan and Study Report conforming to the provisions of PPM 21-18 and this agreement. The area to be covered, the estimated cost and the method of financing are set forth in the attached Exhibit "B".

2. The unit designated in Exhibit "B" will serve as a COORDINATING AGENT to represent LOCAL AGENCY in transactions with STATE described herein as being the responsibility of COORDINATING AGENT.

3. COORDINATING AGENT will be responsible for coordinating the following operations within the boundaries of LOCAL AGENCY and where applicable with similar operations in jurisdictions contiguous to LOCAL AGENCY. (a) the selection of a Type II Federal-aid primary system, (b) the conduct of comprehensive traffic engineering studies, (c) the preparation of a general plan of highway improvements, (d) the preparation of an Areawide TOPICS Plan and Study Report, (e) the selection of TOPICS IMPROVEMENTS, and (f) the determination of TOPICS IMPROVEMENT priorities. COORDINATING AGENT will also perform all other acts necessary to coordinate TOPICS program operations at the local level in conformance with all applicable state and federal laws, rules, regulations, and operation procedures.

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4. Unless specifically set forth otherwise in Appendix "B" all data for the Areawide "TOPICS" Plan and Study Report specified in PPM 21-18 is to be furnished by LOCAL AGENCY, or by a consultant under contract to or in agreement with LOCAL AGENCY or its agent.

5. When a portion of the Areawide TOPICS Plan and Study Report is to be done by a consultant with federal-aid, the agreement or contract with the consultant shall be subject to Article VI, Paragraph 3, of this agreement.

6. Upon completion of the General Plan of Highway Improvements, the Areawide TOPICS Plan and Study Report, The Primary Type II System and the list of traffic operation improvement priorities, they shall be adopted by the local governing body and submitted to STATE in septuplicate with the following:

(a) With respect to urban areas in excess of 50,000 population a statement by policy committee of the local Urban Transportation Planning Study attesting to compatability of the proposed Type II System and improvement program with overall urban planning.

(b) Assurance that the TOPICS plan and Type II System has been coordinated with contiguous jurisdictions where applicable and that the recommended plan of development has been coordinated with plans for local public or mass transportation services with possible plans for fringe parking, and with airport access planning.

(c) Assurance that whether or not federal-aid is granted for the purpose, LOCAL AGENCY intends to implement the adopted plan of traffic operation improvements within a reasonable period to the extent that same may be done with available funds.

7. STATE will review submitted material for conformance with federal requirements and obtain approval of the U.S. Bureau of Public Roads.

8. LOCAL AGENCY shall retain approved TOPICS plan, report, and all supplemental data for STATE or Federal inspection for a period of three years following final payment of any federal funds which may participate in the TOPICS plan or improvements included in the plan.

ARTICLE III – TOPICS IMPROVEMENTS

1. The term "TOPICS IMPROVEMENT" as used herein means any construction that is financed in part with federal funds provided in accordance with Section 10 of the Federal Aid Highway Act of 1968.

2. LOCAL AGENCY may submit for consideration and approval of STATE and U.S. Bureau of Public Roads programs for TOPICS improvements when the following items described in PPM 21-18 have been completed or when they are in preparation with reasonable expectation of being completed within 18 months:

a. The general plan of highway improvements.
b. The Areawide TOPICS Plan and Study Report.
c. The official Type II Federal-Aid Primary Highway System.
d. The priorities for the proposed TOPICS improvements.

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3. When the Type II Federal Aid Primary Highway System has not been officially approved by the U.S. Bureau of Public Roads any program of TOPICS improvements must be preceded by the submittal and approval of a "tentative" Type II System which conforms substantially to Section 4 of PPM 21-18.

4. When the areawide TOPICS plan has not been completed and approved by the U.S. Bureau of Public Roads any program for a TOPICS improvement must be accompanied by a showing that the proposed improvement can reasonably be expected to be high on the priority list to be established in said plan.

5. The program shall be in a form prescribed by STATE and shall designate the federal funds requested and the matching funds to be provided by LOCAL AGENCY and if a State Highway is involved the matching funds to be provided by STATE. Adoption of the program by resolution of the governing body of LOCAL AGENCY and approval by STATE shall cause such program to be a part of this agreement as though fully set forth herein.

6. In processing TOPICS IMPROVEMENTS, LOCAL AGENCY will conform to all STATE statutes, regulations and procedures relating to the TOPICS program and to all applicable federal laws, regulations, and policy and procedural or instructional memoranda. This includes the holding of public hearings when required, the publishing of various press notices, and the preparation of study reports, estimates and plans.

7. Unless otherwise designated in the approved program, TOPICS improvements will be constructed by contract in accordance with regular federal-aid primary and urban fund procedures. Such procedures require the use of Standard Specifications having prior U.S. Bureau of Public Roads approval, Bureau approval of plans, special provisions and estimated costs prior to advertisement, a certification by LOCAL AGENCY with respect to the right of way, advertisement for a minimum of 3 weeks prior to bid opening, and prior BPR concurrence in the award and acceptance of the contract. The contract will be awarded by LOCAL AGENCY, its agent, or by STATE as may be determined between the parties prior to each project advertisement.

8. When a TOPICS IMPROVEMENT includes work to be performed by a railroad, the contract for such work shall be entered into by LOCAL AGENCY or by STATE, as parties hereto agree. A contract entered into by LOCAL AGENCY for such work must have prior approval of STATE. In either event, LOCAL AGENCY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract.

9. LOCAL AGENCY shall provide or arrange for adequate supervision and inspection of each TOPICS improvement, including contracts awarded by STATE. With prior U.S. Bureau of Public Roads approval, surveying, inspection and testing may be performed by a consulting engineer provided overall supervision of the contractor's operations and progress is performed by an employee or employees of LOCAL AGENCY.

10. STATE shall exercise general supervision over TOPICS improvements and may assume full and direct control over the contract whenever STATE, at its sole discretion, shall determine that its responsibility to the United States so requires. LOCAL AGENCY contracts shall so stipulate.

11. With Bureau of Public Roads approval, available federal TOPICS funds may participate in an evaluation of the effectiveness of the TOPICS improvements as compared to those estimated in the study report. In any event LOCAL AGENCY agrees to conduct a TOPICS IMPROVEMENT EVALUATION PROGRAM as outlined in Section 10 of PPM 21-18, with or without federal aid, and to report the results of same to STATE.

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ARTICLE IV – RIGHTS OF WAY

1. No contract for the construction of a TOPICS IMPROVEMENT shall be awarded until the necessary rights of way have been secured. Prior to the advertising of a project on a local street, LOCAL AGENCY shall certify and upon request shall furnish STATE with evidence that necessary rights of way are available for construction purposes or will be available by the time of contract award.

2. LOCAL AGENCY agrees to hold STATE harmless from any liability which may result in the event the right of way is not clear as certified. The furnishing of right of way as provided for herein includes, in addition to all real property required for the improvement, free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement. LOCAL AGENCY shall pay from its funds any costs which arise out of delays to the contractor because utility facilities have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

3. Subject to STATE approval and such supervision over LOCAL AGENCY'S right of way acquisition procedures as STATE may determine is necessary, LOCAL AGENCY may claim reimbursement from Federal funds for expenditures to purchase rights of way included in an approved program.

4. Whether or not Federal-aid is to be requested for the purchase of rights of way, should LOCAL AGENCY, in acquiring rights of way for a TOPICS improvement, displace an individual, family, business, farm operation, or nonprofit organization, it will place in operation a Relocation Assistance and Payments Program as required by Chapter 5 of Title 23 U.S. Code. Regulations, procedures and instructions for conducting a Relocation Assistance and Payments Program are available upon request at any District Office of the Division of Highways.

ARTICLE V – FISCAL PROVISIONS

1. When a TOPICS IMPROVEMENT contract is to be awarded by STATE, matching funds will be deposited with STATE by LOCAL AGENCY prior to bid opening or within 10 days of being notified of the lowest satisfactory bid received and the amount of local funds required.

2. The estimated total cost of TOPICS projects, the amounts of Federal-aid programmed, and the matching amounts agreed upon may be adjusted by mutual consent of the parties hereto, provided funds are available to cover increases and provided U.S. Bureau of Public Roads concurs in any increase in the Federal-aid. This applies both to Areawide TOPICS Plan and Study Report described and estimated in the attached Exhibit "B" and to TOPICS improvements added hereto by programs in accordance with Article III, Paragraph 5.

3. Upon submittal by LOCAL AGENCY of acceptable documentation of expenditures for an Areawide TOPICS Plan and Study Report or for programmed and approved TOPICS improvements, STATE will pay its agreed share and will advance an amount equal to the legal pro rata federal share of the costs believed to be eligible for participation with federal funds and will voucher Bureau of Public Roads for subsequent reimbursement. Ten percent or such other percentage of the total amount due as STATE may determine is necessary to protect STATE'S interest will be withheld until the completion of such audits as may be required by STATE and U.S. Bureau of Public Roads.

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4. LOCAL AGENCY shall use "nonfederal" funds to finance the local share of eligible costs and expenditures ruled ineligible for financing with federal funds. STATE shall make preliminary determination of eligibility for federal fund financing. Ultimate determination shall rest with the Bureau of Public Roads. Any overpayment of amounts due shall be returned to STATE upon demand.

5. When any portion of a LOCAL AGENCY project is performed by STATE, charges therefor shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds shall be paid from funds of LOCAL AGENCY.

6. Should LOCAL AGENCY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE, acting through State Controller, may withhold an equal amount from future apportionments due LOCAL AGENCY from the Highway Users Tax Fund.

7. Auditors of STATE and the United States shall be given access to LOCAL AGENCY'S books and records and shall be given such assistance and information as is requested for the purpose of checking costs paid or to be paid by STATE hereunder.

8. Deposits of LOCAL AGENCY with STATE determined to be in excess of project needs will be refunded.

ARTICLE VI – MISCELLANEOUS PROVISIONS

1. This agreement shall have no force or effect unless and until its provisions and the projects have been approved by the U.S. Bureau of Public Roads.

2. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdiction, have prescribed certain employment practices with respect to contract and other work financed with Federal or State funds. LOCAL AGENCY shall insure that work performed under this agreement is done in conformance with rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by a LOCAL AGENCY for the performance of work connected with this agreement shall incorporate Exhibit "A" attached hereto, or such other provisions as STATE or U.S. Bureau of Public Roads may prescribe.

3. When Federal funds are to participate in the cost of work done by a consultant, the agreement or contract with the consultant may not be executed or awarded until the selection of the consultant and the terms of the agreement or contract have been found by STATE to be in conformance with U.S. Bureau of Public Roads Policy and Procedure Memorandum Number 40-6 and have been approved by the U.S. Bureau of Public Roads. Such agreement or contract shall include a provision that the work and records of the consultant are subject to inspection at all times by representatives of LOCAL AGENCY, STATE, and the Bureau of Public Roads and that agreement or contract may be terminated by LOCAL AGENCY upon a finding that the consultant is failing to live up to the terms of the agreement or contract. All major changes in the agreement or contract must have prior approval of U.S. Bureau of Public Roads. All such approvals shall be requested through STATE. As soon as agreement or contract with consultant has been awarded five certified copies of said agreement or contract shall be submitted to STATE.

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4. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by a LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to a LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, LOCAL AGENCY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by LOCAL AGENCY under or in connection with any work, authority or jurisdiction delegated to LOCAL AGENCY under this agreement.

(b) Neither LOCAL AGENCY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold LOCAL AGENCY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to LOCAL AGENCY under this agreement.

5. If STATE is named as a defendant in a suit involving a local highway, LOCAL AGENCY will at request of STATE assume full responsibility for the conduct of the defense or will provide such assistance as STATE may require and will pay any judgments issued against STATE and all costs in connection with the defense. STATE reserves right to represent itself in any litigation in which STATE'S interests are at stake.

6. Should there be a conflict between the provisions of the attached Exhibit "B" and other provisions of this agreement those in Exhibit "B" shall apply.

ARTICLE VII – MAINTENANCE

1. Upon acceptance by the awarding authority of a completed TOPICS improvement project or upon the contractor being relieved of the responsibility for maintaining and protecting a portion of the work, the agency having jurisdiction over the street shall maintain the completed work in a manner satisfactory to the authorized representatives of the United States. If, within 90 days after receipt of notice from STATE that a project on a street under its jurisdiction or any portion thereof, is not being properly maintained, LOCAL AGENCY has not satisfactorily remedied the conditions complained of, the approval of further Federal-aid projects of LOCAL AGENCY will be withheld until the project shall have been put in a condition of maintenance satisfactory to STATE and the Bureau of Public Roads.

2. The maintenance referred to in paragraph 1 above includes not only the physical condition of the facility but its operation as well. Traffic operations improvements on local streets shall be maintained at no cost to the U.S. Bureau of Public Roads or STATE by an adequate and well trained staff of traffic engineers and technicians. Said maintenance staff may be employees of a LOCAL AGENCY, another unit of government or a consultant under contract with a LOCAL AGENCY.

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3. The maintenance referred to above includes also any traffic regulations or ordinances necessary for the operation of the network including the prohibition of parking at specified times and controls over the direction of travel. The required local regulations or ordinances shall be specified in the design study report and LOCAL AGENCY shall furnish STATE with evidence that they have been adopted, prior to final acceptance of the completed work by the U.S. Bureau of Public Roads. No change shall be made in such regulations without prior approval of the U.S. Bureau of Public Roads unless LOCAL AGENCY has a traffic engineering unit within its own organization functioning in a manner acceptable to said Bureau. It is agreed that angle parking adjacent to the through traffic lanes is not to be permitted at any time in the future within the limits of an improvement project that is financed in part with TOPICS or other federal funds.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

J. A. LEGARRA
State Highway Engineer

By _____
HQ Federal Aid and City-County Projects Engineer

Approval Recommended:

_____
District Engineer

_____
District City-County Projects Engineer

Approved as to Form and Procedure:

_____
Attorney, Department of Public Works

CITY OF _____

By _____
Mayor

ATTEST: _____
City Clerk

COUNTY OF _____

By _____
Chairman, Board of Supervisors

ATTEST: _____
Clerk of Board

Approved as to Form
Dated _____
County Counsel of Yolo County

Micro Fiched

Nondiscrimination Provisions:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. *Compliance with Regulations:* The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination:* The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

4. *Information and Reports:* The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

Micro Fiched

6. *Incorporation of Provisions:* The contractor will include the provisions of paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

TOPICS AGREEMENT
EXHIBIT B

MASTER AGREEMENT FOR TOPICS PROGRAM

BETWEEN STATE AND THE COUNTY OF YOLO

DESCRIPTION OF PROJECT

The preparation of an AREAWIDE TOPICS PLAN AND STUDY REPORT covering the area within Yolo County designated as Urban by the Bureau of Public Roads which is within the unincorporated area of West Sacramento.

PERFORMANCE OF WORK

All work in connection with the project will be performed by the County of Yolo.

ESTIMATED PROJECT COST AND FINANCING

All costs involved in the preparation of the aforementioned AREAWIDE TOPICS PLAN AND STUDY REPORT will be borne by Yolo County using Local Funds.

COORDINATING AGENT

Pending the designation of an official coordinating agent in accordance with Section 2316 of the Streets and Highways Code the District Office of the Division of Highways will perform the required coordinating functions.

Micro Fiched

FILED
JUN 29 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 70-329

(Homemaker Service Agreement)

THIS AGREEMENT is made and entered into this 29th day of June, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and NELLIE GUNTER, hereinafter called the HOMEMAKER.

W I T N E S S E T H:

1. The contract is executed for the purpose of providing basic understanding of the role and responsibilities of the homemaker as well as the role and responsibility of COUNTY.
2. For and in consideration of the mutual promises contained herein, it is understood and agreed that NELLIE GUNTER will provide homemaker services for HERMAN GUNTER who resides at 9 Frost Drive, Woodland, California.

Micro Fiched

Homemaker duties will include the following: HOMEMAKER will perform all personal services and domestic chores in relation to care for HERMAN GUNTER who requires assistance in bathing and grooming. Medication will be given by HOMEMAKER and the patient will be assisted by the HOMEMAKER in using the bedside commode and in getting the patient up to remain in his wheelchair approximately five hours per day.

3. In executing this contract, it is expressly understood that the HOMEMAKER will not execute this contract unless such individual is able to work but is unable to accept employment or must relinquish employment in order to care for recipient through the homemaker services.
4. The HOMEMAKER further agrees to execute the duties agreed to in the foregoing statements for a minimum of 24 hours per day. Compensation will be at the rate of $50.00 per month.

5. The HOMEMAKER agrees to provide his own transportation and other work-related expenses and to provide for cost of meals except when expressly provided for otherwise in this agreement.

6. HOMEMAKER further agrees to notify the County Welfare Department in the event of illness or other circumstances which prevent the HOMEMAKER from providing the service as set forth in this agreement.

7. COUNTY agrees to pay the HOMEMAKER according to terms of the agreement. COUNTY will provide on-the-job instruction and assistance to the extent it deems appropriate. COUNTY will be responsible for determining scope and duration of services in each assignment and will have the right to change assignments, shorten period of services, and/or renew or terminate an assignment on reasonable notice.

8. COUNTY will be responsible for making an evaluation of the homemaker's service as related to needs of the recipient, at least annually.

Micro Fiched

9. This agreement will remain in effect until terminated by either party upon 30 days' written notice to the other party.

10. It is hereby mutually agreed by and between the parties hereto that HOMEMAKER is an independent contractor under this agreement and is not an agent or employee of COUNTY.

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

Nellie Gunter
NELLIE GUNTER

FILED
JUN 29 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 70-330

(Homemaker Service Agreement)

THIS AGREEMENT is made and entered into this 29th day of June, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and SUSAN WETZEL, hereinafter called the HOMEMAKER.

W I T N E S S E T H:

1. The contract is executed for the purpose of providing basic understanding of the role and responsibilities of the homemaker as well as the role and responsibility of COUNTY.
2. For and in consideration of the mutual promises contained herein, it is understood and agreed that SUSAN WETZEL will provide homemaker services for WILLIAM WETZEL who resides at 640 Kegle Drive, Broderick, California.

   Homemaker duties will include the following:

   Full time care for a quadruplegic including bathing, dressing, personal hygiene, changing of external catheter, transportation, errand running and all personal and domestic activities required to maintain the individual in his home and during his college education.

Micro Fiched

3. In executing this contract, it is expressly understood that the HOMEMAKER will not execute this contract unless such individual is able to work but is unable to accept employment or must relinquish employment in order to care for recipient through the homemaker services.
4. The HOMEMAKER further agrees to execute the duties agreed to in the foregoing statements for a minimum of 24 hours per day. Compensation will be at the rate of $280.00 per month.

5. The HOMEMAKER agrees to provide his own transportation and other work-related expenses and to provide for cost of meals except when expressly provided for otherwise in this agreement.

6. HOMEMAKER further agrees to notify the County Welfare Department in the event of illness or other circumstances which prevent the HOMEMAKER from providing the service as set forth in this agreement.

7. COUNTY agrees to pay the HOMEMAKER according to terms of the agreement. COUNTY will provide on-the-job instruction and assistance to the extent it deems appropriate. COUNTY will be responsible for determining scope and duration of services in each assignment and will have the right to change assignments, shorten period of services, and/or renew or terminate an assignment on reasonable notice.

8. COUNTY will be responsible for making an evaluation of the homemaker's service as related to needs of the recipient, at least annually.

Micro Fiched

9. This agreement will remain in effect until terminated by either party upon 30 days' written notice to the other party.

10. It is hereby mutually agreed by and between the parties hereto that HOMEMAKER is an independent contractor under this agreement and is not an agent or employee of COUNTY.

COUNTY OF YOLO

BY W E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

Susan Wetzel
SUSAN WETZEL

FILED

JUN 29 1970

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 70- 331

(Agreement Extending Term of Day Care Agreement)

THIS AGREEMENT made and entered into this 29th day of June, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, INC., a non-profit corporation, hereinafter referred to as DAY CARE,

W I T N E S S E T H:

RECITALS:

1. Heretofore on or about March 1st, 1969, the parties made and entered into Agreement No. 69-27 for the provision of day care services.
2. The term of said agreement was extended by Agreement No. 69-93 for a term terminating on June 30, 1970.
3. Said Agreement No. 69-27 was amended on June 30th, 1969 by Agreement No. 69-226 to provide for an averaging of monthly costs.
4. The parties hereto desire to extend the term of said Agreement No. 69-27 as extended and amended for a term commencing on July 1st, 1970, and terminating on June 30th, 1971.

Micro Fiched

AGREEMENTS:

1. In consideration of the covenants and agreements set forth herein, and subject to all terms and conditions thereof, Agreement No. 69-27, as amended, is hereby extended for a term commencing on July 1st, 1970, and terminating on June 30th, 1971.
2. In all other respects, the terms of said Agreement No. 69-27 as amended are ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, INC., a non-profit corporation

BY Aleen O. Cooper
President

BY Lois A. Sherman
Secretary

Micro Fiched

FILED
JUN 29 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 70- 332

(Agreement Extending Term of Day Care Agreement)

THIS AGREEMENT made and entered into this 29th day of June, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation, hereinafter referred to as DAY CARE,

W I T N E S S E T H:

RECITALS:

1. Heretofore on or about March 1st, 1969, the parties made and entered into Agreement No. 69-26 for the provision of day care services.
2. The term of said agreement was extended by Agreement No. 69-91 for a term terminating on June 30, 1970.
3. Said Agreement No. 69-26 was amended on June 30th, 1969 by Agreement No. 69-225 to provide for an averaging of monthly costs.
4. The parties hereto desire to extend the term of said Agreement No. 69-26 as extended and amended for a term commencing on July 1st, 1970, and terminating on June 30th, 1971.

Micro Fiched

AGREEMENTS:

1. In consideration of the covenants and agreements set forth herein, and subject to all terms and conditions thereof, Agreement No. 69-26, as amended, is hereby extended for a term commencing on July 1st, 1970, and terminating on June 30th, 1971.
2. In all other respects, the terms of said Agreement No. 69-26 as amended are ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation

BY _____
President

BY _____
Secretary

Micro Fiched

FILED

JUL 28 1970

LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

YOLO COUNTY
AGREEMENT NO. 70-333

No. 2965

AGREEMENT

(1) Pursuant to Sections 2221 through 2224 of the Agricultural Code, which are incorporated by reference as though fully set forth at this point, JERRY W. FIELDER, DIRECTOR OF AGRICULTURE, STATE OF CALIFORNIA, hereinafter referred to as the Director, and the COUNTY OF YOLO, hereinafter referred to as the County, acting by and through its Board of Supervisors, hereby agree as follows:

(2) WHEREAS, the base salary of the Agricultural Commissioner of said County, for the month of January 1959 was established at the rate of Six hundred and no/100---------- Dollars ($600.00) per month, and

(3) WHEREAS, by subsequent action of the Board, the aforesaid rate of compensation for the fiscal year 1970-71 is now established in accordance with the law at One thousand two hundred seventy and no/100 from Dollars ($1,270.00) per month, and 7/1-1/31/71 and One thousand three hundred thirty-four and no/100 2/1-6/30/71, $1,334.00

(4) WHEREAS, it is the intent of the parties to this agreement to provide for increasing the salary of said Commissioner and/or to compensate said Commissioner for services performed for the Department of Agriculture of the State of California, for the purpose of securing more uniform and adequate enforcement of the provisions of the Agricultural Code throughout the State, and otherwise to effectuate the purposes of Sections 2221 through 2224 of the Agricultural Code.

(5) The Director hereby agrees to pay to said County during the 1970-71 Fiscal Year the sum of Three Thousand Three Hundred and No/100----------Dollars ($3,300.00), to be paid as follows:

At the rate of $275.00 per month for each month (or on a proportionate basis for each fraction of a month) during which the said position of Agricultural Commissioner is filled. Such payment will be made at the end of the 1970-71 Fiscal Year upon submission of invoice covering services rendered during that year.

(6) The County, acting by and through its Board of Supervisors, agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced below the base salary for the month of January 1959 as stated in paragraph (2) above.

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(7) The term of this agreement shall be from July 1, 1970 through June 30, 1971 subject to termination by either party at any time during the said term upon giving not less than 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands this 6th day of July, 1970.

JERRY W. FIELDER, DIRECTOR OF AGRICULTURE

By _____
Fiscal Officer

BOARD OF SUPERVISORS
COUNTY OF YOLO

W. E. Duncan
Chairman

Attest:
LAURENCE P. HENIGAN
Clerk of said Board

By Barbara A. Rodgers
Deputy

DEPARTMENT OF FINANCE
APPROVAL
June 8, 1961
General Fund-Chap.
Budget Item 4079

APPROVED BY DEPARTMENT
OF FINANCE UNDER PLANNED
AUTHORIZATION DATED 6/8/61

I hereby certify that provision has been made in the budget for payment of this contract.

_____

Approved as to Form

Dated JUN 14 1970

County Counsel of Yolo County

Micro Fiched

JUL 31 1970

LAURENCE P. HEWIGAN, Clerk

By Barbara Rodgers Deputy

SCHOOL CROSSING GUARD AGREEMENT

AGREEMENT NO. 70-334

This AGREEMENT, made and entered into on July 1, 1970, by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State of California, hereinafter called "State" and the COUNTY OF YOLO, hereinafter called "County."

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of Yolo, is desirous of providing adequate protection for school pupils who are required to cross heavily traveled streets, highways, and roadways in said County: and

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the school year ending not later than June 30, 1971. Salaries and wages shall be at rates usual for such services, as the State may determine.

Micro Filmed

2. As consideration for the satisfactory performance of the foregoing services, County agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to sixteen and one-half percent (16½%) of such reimbursable salaries and wages for general administrative expenses.

3. Not later than 30 days after the close of each month State shall bill County for all sums due for that month, and County shall promptly pay the same.

4. From time to time during the term hereof, County may by resulution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1970, to June 30, 1971, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days written notice prior to date of termination.

6. Notices and communications hereunder shall be given by each party to the other at their reppective addresses as follows:

Dept. of Calif. Highway Patrol
Adm. Services Division
Post Office Box 898
Sacramento, California 95804

County YOLO
BOARD OF SUPERVISORS
COURTHOUSE
WOODLAND, CALIF. 95695

7. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of their agreement.

Micro Fiched

8. The attached Form 3, Fair Employment Practices Addendum, is incorporated in and made a part of this agreement by reference.

Approved as to Form
Dated [illegible] 1970
County Counsel of Yolo County

DEPT. OF CALIFORNIA HIGHWAY PATROL
BY H Harding
Fiscal Officer

ATTEST [illegible] 1970
LAURENCE P. HENIGAN, Clerk
BY Barbara Bolger

COUNTY YOLO
BY W E Duncan
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIF.

H Harding

RECEIVED
CHP HDQTRS
SACRAMENTO

Jul 15 8 40 AM '70

RECEIVED
CHP HDQTRS
SACRAMENTO

JUL 29 3 51 PM '70

APPROVED

JUL 29 1970

BY

Asst. Chief Counsel

Micro Fiched

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Micro Fiched

FILED

JUL 20 1970

LAURENCE P. HENIGAN, Clerk

BARBARA A. RODGERS, Deputy

AGREEMENT NO. 70-335

AGREEMENT RELATING TO THE JOINT EXERCISE OF POWERS FOR COMPUTER SERVICES WITH THE COUNTY OF YOLO

THIS AGREEMENT, dated this 22nd day of June, 1970, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called COUNTY, and the CITY OF DAVIS, a municipal corporation, hereinafter referred to as CITY,

W I T N E S S E T H :

RECITALS:

1. COUNTY provides for itself computer service consisting of the use of a certain computer and related data processing equipment and is willing to make its excess capacity for computer service available to CITY.
2. CITY desires to obtain such computer services.
3. The purpose of this agreement is to enable COUNTY pursuant to the Joint Exercise of Powers Act, Government Code S S S 6500, et seq., to provide such computer services to CITY.

AGREEMENTS:

1. COUNTY shall provide computer service to CITY in the manner provided for in this agreement to the extent of COUNTY'S capacity to do so in addition to the service required to meet COUNTY'S current and future needs.

Micro Fiched

2. The computer service shall be provided at times designated by COUNTY and shall consist of the use of the computer and related data processing equipment set forth herein.
3. CITY shall pay COUNTY for computer service the hourly rental provided in paragraph four. Payment shall be made at the conclusion of each month's service upon presentation of a claim therefor.
4. The computer, the use of which is provided by this agreement, and the hourly rate for its use are as follows:

EQUIPMENT	HOURLY RATE THRU 9-30-70	HOURLY RATE FROM AND AFTER 10-1-70
System 360/20	$15.64 per hour	$16.92 per hour

McGAHAN & CALLAWAY
ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
753-2319 - 753-3311

5. In the event that CITY requires computer services at times other than those designated by COUNTY under Paragraph 2 hereof, then, and in such event, CITY shall nevertheless be entitled to receive such services, provided the times required by CITY do not coincide with times which the computer and related processing equipment are actually in use by COUNTY.

6. The parties shall be strictly accountable for all funds and for reports of all receipts and disbursements.

7. The term of this agreement shall commence on the 1st day of July, 1970, and shall continue until it is terminated by either party upon 180 days notice of intention to terminate given in writing to the other party.

8. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occuring by reason of any thing done or omitted to be done by CITY under or in connection with any matter not delegated to COUNTY under this agreement. Pursuant to Government Code § 895.4 CITY shall fully indemnify and hold COUNTY harmless from any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any matter not delegated to COUNTY under this agreement.

Micro Fiched

9. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any matter delegated to COUNTY under this agreement. Pursuant to Government Code §§ 895.4 COUNTY shall fully indemnify and hold CITY harmless from any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any matter delegated to COUNTY under this agreement.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

McGAHAN & CALLAWAY
ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
753-2313 — 753-3311

COUNTY OF YOLO, a political subdivision

BY: _____
Chairman of the Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN, Clerk

BY: _____ Deputy

CITY OF DAVIS, a municipal corporation

BY: _____
Mayor

ATTEST:

HOWARD L. REESE, City Clerk

_____

Micro Fiched

McGAHAN & CALLAWAY
ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
753-2318 - 753-3311

FILED
AUG 10 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70- 336

THIS AGREEMENT made and entered into this 6th day of July, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called the COUNTY, and the EAST YOLO JUNIOR CHAMBER OF COMMERCE, hereinafter called the JAYCEES,

W I T N E S S E T H:

WHEREAS, COUNTY is the lessee under Lease Agreement No. 64-39, dated April 6, 1964, between the County of Yolo and the SACRAMENTO-YOLO PORT DISTRICT of the property hereinafter described, said lease being for a period of ten (10) years, commencing March 1, 1964, and terminating February 28, 1974; and

WHEREAS, said leased premises has been improved with park and recreation facilities and is known as Sam Combs Park, and the building located thereon serves as a place where young girls of the community of West Sacramento can meet for companionship and participation in community planned activities; and

Micro Fiched

WHEREAS, JAYCEES desire to administer the use and maintenance of the facilities including the building in Sam Combs Park for park and recreation use of the community until the expiration of the lease COUNTY has with the SACRAMENTO-YOLO PORT DISTRICT; and

WHEREAS, the proper use and maintenance of such building on said land would be in furtherance of the stated purpose in said lease.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. COUNTY grants to JAYCEES the right of use of the said building located in Sam Combs Park.

2. JAYCEES agree that the primary use of the building shall be for the purpose of furthering the well-being of young girls of West Sacramento for the period of time COUNTY has a lease on the land.

3. JAYCEES agree to be responsible for the administration of said building, said responsibilities shall include but not be limited to the following:

(a) Govern and schedule the use of the facilities on said land, including building, in accordance with the purposes as stated hereinabove, giving first priority to girls' activities.

(b) Provide custodial services for building.

(c) Pay all charges for utility services used in the building.

(d) Keep and maintain the interior and glazing of said building and every part thereof in good and sanitary order, condition and repair, ordinary wear and tear excepted, and not to make any alteration of said building without consent of the Board of Supervisors of COUNTY.

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(e) Maintain in full force and effect at all times during the term of this agreement and provide COUNTY with a certificate of public liability and property damage insurance in the extent of $100,000 for each person and $300,000 for each occurrence and $50,000 property damages.

4. JAYCEES shall be entitled to establish a schedule of fees for use of said building approved by the Board of Supervisors of COUNTY so as to provide revenue to enable JAYCEES to meet its obligations incurred by this agreement.

5. COUNTY shall be responsible for maintenance and repairs of the exterior of said building, and COUNTY further agrees to

insure same against loss by fire.

6. The property hereinabove referred to upon which the building is erected is described as follows:

> BEGINNING at the Northeast corner of Silva's Subdivision as same appears of record in Map Book 4, Pages 68 and 69, Yolo County Records; thence North 89°22'08" East along the South line of Stone Blvd. 903.26 feet to the Northwesterly line of California State Highway Route 99 Yolo Section B, also known as Jefferson Blvd.; thence along a curve to the right having a radius of 999.50 feet and distant 15 feet Northwesterly and radially from the centerline of the main track of the Sacramento-Yolo Port Belt Line Railroad, a distance along the arc of 590.54 feet, the chord of which bears South 61°43'08" West, 581.99 feet; thence South 89° 22'08" West, 389.49 feet to the Southeast corner of Silva's Subdivision; thence North 0°14'59" West along the east line of said subdivision, 270.00 feet to the point of beginning, containing 4.394 acres of land.

7. The effective date of this agreement shall be July 6, 1970. This agreement may be terminated by either party upon sixty (60) days' prior written notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

Micro Filmed

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

EAST YOLO JUNIOR CHAMBER OF COMMERCE

BY Charles Moore President

FILED
AUG 10 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70-337

LEASE

THIS LEASE made and entered into this 20th day of July, 1970, by and between WESTPORT INVESTMENT COMPANY, a corporation, called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT,

W I T N E S S E T H:

1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises located in the County of Yolo, State of California, more particularly described as follows:

PARCEL ONE: The West 60 Feet of the South 95 Feet of Block No. 6, in said Town of Washington, as laid down on the Official Map of said Town of Washington, and more particularly described as:

COMMENCING at the Northeast corner of Third and Margaret Streets, in the Town of Washington; thence running North along the East line of said Third Street, 95 Feet; thence at right angles East, 60 Feet; thence at right angles South, 95 Feet, to the North line of Margaret Street; thence West 60 Feet along the North line of Margaret Street to the point of beginning.

Micro Fiched

PARCEL TWO: A portion of Block 6, Town of Washington, according to the Official Plat thereof, filed for record in the Office of the Recorder of Yolo County, California, on June 26, 1869, in Book I of Deeds, at Page 264, more particularly described as follows:

Commencing on the South line of Block 6 and 200 feet West from the Southeast corner of said Block; thence Northerly and parallel with Second Street, 145 feet 4 inches; thence Westerly and parallel with Margaret Street, 60 feet; thence Southerly and parallel with Second Street, 145 feet 4 inches; thence Easterly and parallel with Margaret Street, 60 feet to the point of commencement.

2. TERM. The term of this lease shall be for a period commencing on July 20, 1970, and terminating on September 30, 1970, hereinafter referred to as 'original term'.

3. RENT. TENANT shall pay LANDLORD rent at the rate of One Hundred Fifty ($150.00) Dollars per month, payable on the first day of each calendar month of the term of this lease.

4. UTILITIES. TENANT shall pay all charges for utility services used by TENANT on the premises during the term of the lease, except gas, water, sewer and electricity which shall be paid for by LANDLORD.

5. DAMAGE OR DESTRUCTION.

a. Total Destruction. In case the improvements located upon the premises shall be totally destroyed, this lease shall terminate.

b. Termination on Partial Destruction. In case the greater part of the improvements located upon the premises shall be damaged or destroyed, TENANT may elect within thirty (30) days after such damage or destruction to terminate this lease.

c. Restoration on Partial Destruction. In case the improvements located upon the premises shall be partially destroyed and TENANT does not elect to terminate this lease, the premises shall be repaired or rebuilt as speedily as possible at the expense of LANDLORD, and, should there be a substantial interference with employees' use of the premises, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

6. REPAIRS, WASTE, AND ALTERATIONS.

Micro Fiched

a. Repairs. LANDLORD, at his sole cost and expense, will keep and maintain the said premises and every part thereof, including plumbing and heating and equipment in good and sanitary order, condition and repair; however, TENANT shall provide its own janitorial services and maintain said premises in a clean condition, ordinary wear and tear excepted.

b. Waste and Alterations. TENANT will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, and that TENANT will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LANDLORD first had and obtained provided, however, that TENANT may remove any fixtures installed by it.

7. OPTION.

a. Renewal Option. LANDLORD hereby grants TENANT a renewal option to renew this lease for an additional term of one (1) year from and after the expiration of the original term.

b. Exercise. The option granted herein must be exercised by TENANT by delivery to LANDLORD of written notice of exercise of option on or before September 30, 1970.

c. Terms and Conditions. The option shall be upon the same terms and conditions as set forth in this agreement.

8. CONDITIONAL LIMITATIONS. Each term and each provision of this lease shall be construed both a covenant and a condition.

9. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be binding upon and inured to the benefit of the heirs, executors, administrators, successors and assigns of LANDLORD and TENANT.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

WESTPORT INVESTMENT COMPANY, a corporation, LANDLORD

BY John A Turner
JOHN A. TURNER, President

BY Howard M. Turner
HOWARD M. TURNER, Secretary

COUNTY OF YOLO, a political subdivision of the State of California. TENANT

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Colgan
DEPUTY

(SEAL)

XEROX COPY

Agreement No. 70-328

Rio Vista, California

May 12, 1970

FILED
OCT - 2 1970
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

River Delta Unified School District
Grantors

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 70-17 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Lot 43 of Holland Land Company Subdivision No. 9A, the plat of said Subdivision being filed in Book 3 of Maps at Page 48 in the Office of the Recorder of the County of Yolo, California, said parcel being more fully described as follows:

COMMENCING at the intersection of the centerline of Clarksburg Road with the West line of said Lot 43, as said intersection appears on said Subdivision plat; thence South 27°39'30" East 25.00 feet along said West line to the South right-of-way line of Clarksburg Road, THE TRUE POINT OF BEGINNING; THENCE continuing South 27°39'30" East 10.97 feet along said West line; thence North 62°35'32" East 440.45 feet to the centerline of the irrigation ditch right-of-way shown on said Subdivision plat; thence North 25°32'00" West 5.01 feet along said centerline to the South right-of-way line of Clarksburg Road; thence South 63°22'00" West 440.70 feet along said South right-of-way line to the true point of beginning.

Micro Fiched

Containing 0.081 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

XEROX COPY

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned School District on the basis of the paid, receipted and itemized bill from the lower of at least two (2) bidders as full payment for the following items of work to be performed at the Clarksburg High School:

1. Relocation of the North dugout of the baseball field.
2. Installation of protective fencing in front of new dugout and on the Southerly side of the backstop.

The undersigned School District shall secure County approval of the lowest bid prior to authorizing work on the above. Payment will be made within 60 days after receipt of claim.

Micro Fiched

B. During construction of this project (known as Clarksburg Road, Work Order No. 4093) and prior to completion the County will construct a 6-foot high chain link fence extending from Engineers Station 147+80 ± to Engineers Station 152+04 ± with a 16' wide double hung gate with center rest and catch at Engineers Station 147+72 ±.

C. Grantors hereby agree to permit County, or its Contractor, to enter upon the lands of Grantor as may be necessary to accomplish the work as described above.

D. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: May 12, 1970

River Delta Unified School District

R. L. & E. Hunt

Chairman of the Board of Trustees
Grantor

Recommended for Approval

By

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

JUL 27 1970

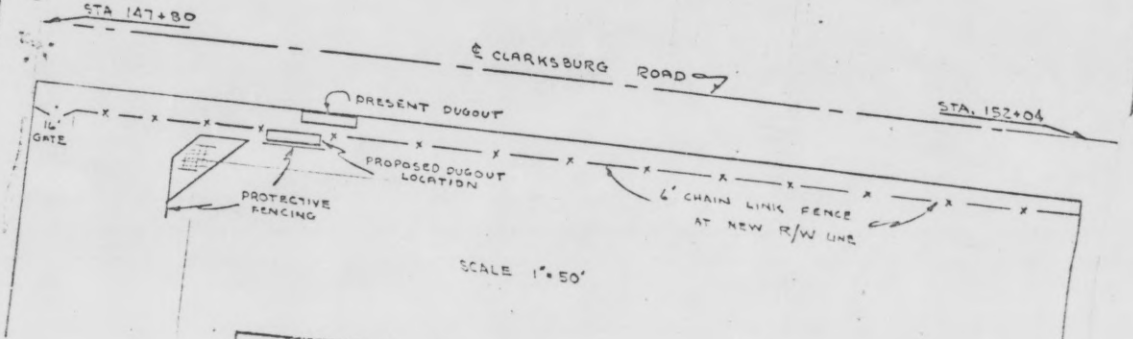
Approved as to Form

Date OCT - 2 1970

County Counsel of Yolo County

Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED



NOTE:
Relocation of dugout and installation of protective fencing to be performed by School District.

YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
202 LINCOLN AVENUE
WOODLAND, CALIFORNIA

Alan Peppers
DIRECTOR OF PUBLIC WORKS

APPROVED May 5 19 70

9184
JOB NO.

RIVER DELTA UNIFIED
SCHOOL DISTRICT

DRAWING NO.

Micro Etched

FILED

JUL 20 1970

LAURENCE P. HENIGAN, Clerk

By Dale E. Lucas Deputy

24

AGREEMENT NO. 70 - 339

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the MADISON FIRE PROTECTION DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

COUNTY OF YOLO, a political subdivision of the State of California

Micro Fiched

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER Madison Fire Protection Dist

L. H. Barth

BY Vincent Pagano

Vice Secretary

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Dale E. Lucas DEPUTY

(SEAL)

FILED

JUL 20 1970

LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas Deputy

AGREEMENT NO. 70 - 340

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 12th day of June, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the SAC-YOLO CO. MOSQUITO ABATEMENT DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 12th day of June, 1970.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan JUL 20 1970

CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER Sacramento Co-Yolo Co. Mosquito Abatement District

BY X Frank L. Long

President

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY

(SEAL)

XEROX COPY

FILED
JUL 20 1970
LAURENCE P. HENIGAN, Clerk
By Pete E. Lucas
Deputy

AGREEMENT NO. 70 - 341

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the CLARKSBURG FIRE PROTECTION DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

COUNTY OF YOLO, a political subdivision of the State of California

BY W E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

OWNER CLARKSBURG FIRE PROTECTION DISTRICT

Thornton E Pylman, Chairman

X BY Don Fenceshin, Sec.

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E Lucas DEPUTY

(SEAL)

FILED

JUL 20 1970

LAURENCE P. HENIGAN, Clerk

BY Pete E. Lucas

AGREEMENT NO. 70 - 342

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER Bruce Mason
University of California Davis
BY Material Manager 6-30-70

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY

(SEAL)

XEROX COPY

APPROVED AS TO FORM:
R B Portwood
ROMULUS B. PORTWOOD
ASSISTANT CHIEF OF THE ACCOUNTS OF THE CONTROLLER OF CALIFORNIA

FILED

JUL 20 1970

LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas Deputy

AGREEMENT NO. 70 - 343

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the CITY OF WINTERS POLICE DEPARTMENT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER City of Winters

BY Robert A. Parsons
Vice-Mayor

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY

(SEAL)

FILED
JUL 30 1970
LAURENCE P. HENIGAN, Clerk
By Pete E. Lucas
Deputy

AGREEMENT NO. 70 - 344

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the YOLO COUNTY SCHOOL SERVICES, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER Yolo County School Services

BY Marlin A Calalan
County Supt
May 26, 1970

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

FILED

JUL 20 1970

LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas
Deputy

AGREEMENT NO. 70 -345

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the YOLO CO. FLOOD CONTROL AND W.C. DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

Micro Fiche

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

X BY Wm. E. McCubbin, Mgr.

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

FILED
JUL 20 1970
LAURENCE P. HENIGAN, Clerk
By Pete E. Brown
Deputy

AGREEMENT NO. 70 -346

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the SACRAMENTO-YOLO PORT DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

OWNER SACRAMENTO-YOLO PORT DISTRICT

BY _____
Chairman of the Port Commission

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Brown DEPUTY

(SEAL)

FILED
JUL 20 1970
LAURENCE P. HENIGAN, Clerk
By Pete E. Lucas
Deputy

AGREEMENT NO. 70 - 347

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the WOODLAND JOINT UNIFIED SCHOOL DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

OWNER WOODLAND JOINT UNIFIED SCHOOL DISTRICT

X BY [signature]

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

XEROX COPY

FILED
JUL 30 1970
LAURENCE P. HENIGAN, Clerk
By Pete E. Lucas
Deputy

AGREEMENT NO. 70 - 348

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the SUTTER BASIN FIRE PROTECTION DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

OWNER SUTTER BASIN FIRE DISTRICT

BY A. C. Drum
Clerk

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY

(SEAL)

XEROX COPY

FILED

JUL 20 1970

LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas
Deputy

AGREEMENT NO. 70 - 349

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the WASHINGTON FIRE PROTECTION DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 10th day of June, 1970.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan JUL 20 1970
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER: Washington Fire Protection District

BY Frank J. Nelson
President, Board of Directors

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

XEROX COPY

FILED
JUL 20 1970
LAURENCE P. HENIGAN, Clerk
By Peter E. Lucas Deputy

AGREEMENT NO. 70 - 350

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the WESTGATE FIRE PROTECTION DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER WESTGATE FIRE PROTECTION DISTRICT

X BY E. C. Hughes

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Peter E. Lucas DEPUTY
(SEAL)

FILED
JUL 20 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 70 - 351

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the BRYTE FIRE PROTECTION DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY [redacted]
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER: [redacted]

BY [redacted]

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers DEPUTY
(SEAL)

XEROX COPY

FILED

JUL 20 1970

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers
Deputy

AGREEMENT NO. 70 - 352

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 15th day of June, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the WEST PLAINFIELD FIRE PROTECTION DIST., hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 15th day of June, 1970.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan JUL 20 1970
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER West Plainfield Fire Protection District

E. D. Arnold
BY District Business Officer

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers DEPUTY
(SEAL)

XEROX COPY

FILED
JUL 30 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers
Deputy

AGREEMENT NO. 70 -353

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the ARBUCKLE-COLLEGE CITY FIRE DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY W E Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER Chief George Arens

Arbuckle-College City Fire District

BY George Arens, Chief

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers DEPUTY

(SEAL)

FILED

JUL 20 1970

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 70 - 354

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the WILLOW OAK FIRE PROTECTION DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER WILLOW OAK FIRE PROT. DIST.

BY Joseph Schneider

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers DEPUTY

(SEAL)

FILED
JUL 20 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 70 - 355

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 20th day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the CAPAY FIRE PROTECTION DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. G. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

OWNER Capay Valley Fire District

BY Joan I. Hasley
Chairman

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers DEPUTY

(SEAL)

XEROX COPY

FILED
JUL 20 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers

BK

AGREEMENT NO. 70 - 356

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 13 day of July, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the KNIGHTS LANDING FIRE PROTECTION DIST., hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 20th day of July, 1970.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

OWNER Knights Landing Fire Protection Dist

BY

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers DEPUTY

(SEAL)

XEROX COPY

XEROX COPY

FILED
JUL 24 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70-357

AGREEMENT RELATING TO CITY OF DAVIS LAND FILL USE BY CERTAIN RESIDENTS OF THE UNINCORPORATED AREA OF YOLO COUNTY.

THIS AGREEMENT made and entered into this 22nd day of June, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the CITY OF DAVIS, a municipal corporation hereinafter referred to as CITY;

W I T N E S S E T H :

WHEREAS, CITY and COUNTY desire to modify their agreement dated June 24, 1963, being Agreement No. 63-3, so as to amend the provisions for payment by COUNTY to CITY and to limit the number of residents of the unincorporated area of COUNTY.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph 1 of Agreement No. 63-3 is hereby amended to read as follows:

"1. The residents of that portion of the unincorporated area of Yolo County bounded by the Yolo Bypass on the East, County Road 27 on the North, County Road 95 on the West, and the Yolo County line and the South fork of Putah Creek on the South, excluding the U.C.D. Campus, shall have the privilege of hauling refuse to and depositing it in the Davis City Landfill, upon the same terms and conditions and subject to the same charges and restrictions as may from time to time be imposed by the City of Davis upon its own residents.

Micro Fiched

2. Paragraph 2 of Agreement No. 63-3 is hereby amended to read as follows:

"2. As full consideration to be given by COUNTY under this Agreement, COUNTY shall pay to CITY the following sums on June 1st of each year:

(a) The sum of One Thousand Dollars ($1,000.00) per year;

(b) A sum equal to the amount of property taxes levied on the dump site required to be paid by CITY each year.

McGAHAN & CALLAWAY
ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
753-2313 - 753-3311

3. It is agreed that the effective date of this amendment shall be July 1, 1969.

4. In all other respects, the terms of Agreement No. 63-3 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY: W. E. Duncan
Chairman of the Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN, Clerk

BY: Pete E. Lucas
Deputy

Approved as to Form
Dated: JUL 24 1970

County Counsel of Yolo County

CITY OF DAVIS, a municipal corporation

BY: [illegible]
Mayor

BY: [illegible]
City Clerk

ATTEST:

Micro Filmed

McGAHAN & CALLAWAY
ATTORNEYS AT LAW
401 SECOND STREET
DAVIS, CALIFORNIA
753-2313 — 753-3311

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and that the interest is exempt from review by the Department of Finance.

YOLO COUNTY
AGREEMENT NO. 70-358

STANDARD AGREEMENT – APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD 2 (REV 3-70)

Signature

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 1970, in the State of California, by and between Sate of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE: Assistant Director

AGENCY: Department of Public Health
hereafter called the State, and

Yolo County Health Department
hereafter called the Contractor.

NUMBER: 60

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall: (1) Provide social work consultation to staff members of the health department; (2) Provide more effective liaison between our mental health service, the county welfare department, probation department, and other referring agencies; (3) Render direct social casework to selected families under health department supervision; (4) Provide supervision to graduate students of social work placed into public schools in the County for field training.
2. The period of this contract shall be from July 1, 1970 through June 30, 1971.
3. The attached Exhibit "A(F)" entitled, Additional Provisions, is made a part hereof by this reference.
4. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly, in arrears, upon submission of an invoice in triplicate stating the time period covered, for actual expenditures in accordance with the budget herein contained, and that the total amount of this contract shall not exceed $12,000.
5. Budget:
   Salary
   Public Health Social Work Consultant, $1,000/mo. $12,000

FILED
AUG 21 1970
LAURENCE P. HENIGAN, Clerk
By Ruth E. Swan

XEROX COPY

Microfilmed Fiched

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

AGENCY: Department of Public Health

BY (AUTHORIZED SIGNATURE): William J. Kurtz

TITLE: William J. Kurtz, Assistant Director
Chief, Office of Fiscal & Management Services

(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County Health Department

BY (AUTHORIZED SIGNATURE): W. E. Wilson

TITLE: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

ADDRESS:

Do Not Write In This Space

Budget 60 Pgm

Department of General Services
APPROVED
AUG 17 1970
BY
Chief Counsel

AMOUNT OF THIS ESTIMATE: $12,000.00	APPROPRIATION: Public Health Federal Fund			
UNENCUMBERED BALANCE: $	ITEM: ---	CHAPTER: ---	STATUTES: ---	FISCAL YEAR: 70/71
ADJ. INCREASING ENCUMBRANCE: $	FUNCTION: Operating Expense & Equipment			
ADJ. DECREASING ENCUMBRANCE: $	LINE ITEM ALLOTMENT: 314(d) Subvention			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.: B.R. NO.:

SIGNATURE OF ACCOUNTING OFFICER: J. McClung

XEROX

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is of the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
AUG 11 1970
CHIEF COUNSEL
Department of General Services

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provision of this Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period, inclusive of Contractor's overhead, profits, and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

(7) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall, at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(8) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(9) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system, as determined by the State.

(10) The Contractor shall account for funds provided hereunder in accordance with generally accepted accounting principles, including documents to support accounting record entries. Such records shall be maintained for a period of five years after termination of this contract and shall be available for inspection or audit, at reasonable times, by personnel authorized therefore by the State.

(11) A final invoice and, if required by this contract, a final report shall be submitted by the Contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract, final payment hereon shall be withheld until after receipt by the State of an acceptable report.

Micro Filmed

FILED

JUL 27 1970

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70 - 359

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 1st day of June, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the CITY OF WOODLAND, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a county-wide radio communications system; and

WHEREAS, OWNER, desires to utilize said county-wide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its county-wide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its county-wide radio communications system to meet its communications needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time; provided, however, that such change in rates will be effective only following sixty days notice in writing thereof to OWNER.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 27th day of July, 1970.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

OWNER CITY OF WOODLAND

C. R. Pearson
MAYOR

BY S. R. Fowler
CITY CLERK

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers DEPUTY
(SEAL)

Book

FILED
JUL 31 1970
LAURENCE P. HENIGAN, Clerk
By PETA E. LUCAS
Deputy

AGREEMENT NO. 70-360

THIS AGREEMENT made and entered into this 27th day of July, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RETAILERS CREDIT ASSOCIATION OF YOLO COUNTY, Woodland, California, hereinafter referred to as RCA,

W I T N E S S E T H:

RECITALS:

1. The Yolo County Probation Office and Yolo General Hospital, departments of the County of Yolo, require the services of a collection agency to collect accounts outstanding; and
2. RCA is an established collection agency operating within the County of Yolo and is willing to aid COUNTY in the collection of outstanding Probation Office and Yolo General Hospital accounts.

AGREEMENTS:

1. In consideration of the covenants of COUNTY herein RCA agrees as follows:

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a. To accept any assignment of Yolo County Probation Office and Yolo General Hospital accounts given to it for collection and to expend its best efforts to recover thereon.

b. To accept as assignments a copy of the billings as used by the Yolo County Probation Office and Yolo General Hospital.

c. To remit to the Yolo County Probation Office and Yolo General Hospital, respectively, the following percent of the principal amount of moneys recovered on accounts assigned:

1) 50 percent as to all accounts forwarded by RCA to another collection agency.

2) 50 percent as to all accounts under $100.00

3) 50 percent as to all accounts in which legal proceedings result in the commencement of a trial.

4) 100 percent of all moneys collected from any officer or employee of COUNTY that were held by such officer or employee within the scope of his office or employment.

5) As to all other accounts the percentage shall be as follows:

a) 66-2/3 percent on accounts assigned within 90 days after becoming past due, and

b) 60 percent on all other accounts.

d. To remit to COUNTY 50 percent of interest collected on assigned accounts.

e. To render statements to the Yolo County Probation Office and Yolo General Hospital as of the 25th day of each month showing name of debtor and the amount recovered together with the total recovery.

Micro Fiched

f. To review all assigned accounts at six (6) month intervals and to return the accounts to the Yolo County Probation Office or Yolo General Hospital only when it has determined from an investigation that the account is uncollectible.

g. To furnish in accordance with the provisions of Government Code § 26221 and as a prerequisite to any assignments under this agreement and to maintain during the term of this agreement a bond in the sum of not less than Ten Thousand Dollars ($10,000) payable to COUNTY and executed by a corporate surety licensed to do business in this State for the faithful performance of the terms and conditions of this agreement.

h. To permit the Auditor of COUNTY upon order of the Board of Supervisors of COUNTY to make periodic audits of the accounts and books of RCA.

i. To compromise assigned accounts upon agreement of the Probation Officer or Hospital Administrator.

2. In consideration of the covenants of RCA, COUNTY agrees as follows:

a. To assign to RCA all Probation Department and Yolo General Hospital accounts that the Probation Officer and Hospital Administrator, respectively, in their discretion deem necessary.

b. To make no assignments of any Yolo County Probation Office and Yolo General Hospital accounts to any other collection agency.

c. To authorize the Probation Officer and the Hospital Administrator to agree to compromise of assigned accounts by RCA.

d. Not to make any redeterminations of debtor's eligibility for assistance or ability to pay that affects any account assigned hereunder without prior consultation with RCA.

3. THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

Micro Fiched

a. This agreement may be revoked by either party upon thirty (30) days' written notice to the other and any accounts assigned to RCA for collection shall remain with RCA under the terms hereinabove set forth.

b. This agreement supersedes Yolo County Agreements No. 65-150 and 69-4 and any other agreements between the parties for the collection of accounts of the Yolo County Probation Office or Yolo General Hospital.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

RETAILERS CREDIT ASSOCIATION

BY _____

Micro Fiched

FILED
AUG - 4 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodriguez
Deputy

AGREEMENT NO. 70-361

(Psychiatric Services Agreement)

THIS AGREEMENT made and entered into this 1st day of July, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and WOODLAND CLINIC MEDICAL GROUP, a co-partnership, hereinafter referred to as CLINIC,

W I T N E S S E T H:

WHEREAS, COUNTY desires to obtain psychiatric services for the patients of the Yolo County Mental Health Services; and

WHEREAS, CLINIC is in a position to provide such psychiatric services,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS UNDERSTOOD AND AGREED by and between the parties hereto as follows:

Micro Fiched

1. CLINIC agrees to provide to COUNTY during the term of this agreement the psychiatric services hereinafter described to patients of the Yolo County Mental Health Services to the extent of twenty (20) hours per week under the direction of and in accordance with utilization review procedures developed by the Director of the Yolo County Mental Health Service;
2. The services shall be performed by licensed physicians and surgeons, hereinafter referred to as PSYCHIATRISTS, who are certified or eligible for certification by the American Board of Psychiatry and Neurology and who shall be named by CLINIC and approved by the Board of Supervisors of COUNTY. The psychiatrists hereby named initially by CLINIC and hereby approved by the Board of Supervisors of COUNTY are RICHARD NORRINGTON, M. D., and EDWARD DOEHNE, M. D.;

3. The services provided hereunder shall include the following:

A. Mental health consultation to other professional persons to assist them in their management of emotionally disturbed patients or clients, including the non-medical professional staff of Yolo County Mental Health Services.

B. Direct psychiatric evaluation and treatment of patients referred by other professionals after referral, consultation or discussion. This evaluation or treatment shall be provided primarily for inpatients, day patients and emergency patients of WOODLAND MEMORIAL HOSPITAL and YOLO GENERAL HOSPITAL, but may, in addition, be provided to out patients. Following his evaluation, the psychiatrist will communicate his findings to the referral source and to the Director of County Mental Health Services and follow with a consultation letter whenever appropriate.

C. Attendance at staff meetings, completion of all patient forms and medical records with enough information to assist another staff member at a future contact.

Micro Fiched

4. COUNTY agrees to pay compensation to CLINIC for services rendered pursuant to this agreement monthly at the rate of $24,000 per year.

5. CLINIC agrees to save COUNTY harmless from all claims for damages from the provision of services under this agreement, and shall defend any suit against COUNTY that may arise therefrom. CLINIC agrees that it shall be covered by liability insurance providing malpractice and professional service coverage with policy limits of at least $1,000,000, and that PSYCHIATRISTS shall be covered by liability insurance providing malpractice and professional services coverage, comprehensive general liability coverage and comprehensive automobile liability coverage with limits of at least $100,000 for each person and $300,000 for each occurrence.

6. The term of this agreement shall commence on the 1st day of July, 1970, and shall continue until terminated by either party upon sixty (60) days' notice in writing to the other party of intention to terminate. Notice may be given by mail to either party addressed as follows:

COUNTY:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

CLINIC:

Woodland Clinic Medical Group
1207 Fairchild Court
Woodland, California 95695

7. This agreement shall supersede all other agreements between the parties for psychiatric services.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A. Pedroni
DEPUTY

(SEAL)

Micro Fiched

WOODLAND CLINIC MEDICAL GROUP,
a co-partnership

BY Steven T. Chester

XEROX COPY

FILED
JUL 27 1970
LAURENCE P. HERVOUN, Clerk
by Barbara Rodgers
Deputy

AGREEMENT NO. 70-362

THIS AGREEMENT made and entered into this 27th day of July, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, by and through the Grand Jury of the County of Yolo, hereinafter referred to as GRAND JURY, and BARTIG, BASLER & RAY, certified public accountants, of the City of Sacramento, State of California, hereinafter referred to as AUDITORS,

W I T N E S S E T H:

1. EMPLOYMENT. GRAND JURY after having been first empowered so to do by the Superior Court of the State of California, in and for the County of Yolo, has employed and does employ AUDITORS in accordance with the following terms and conditions for the purpose of making a careful and complete audit and examination of the books, records and accounts of all of the officers of said County of Yolo in accordance with § 925 of the California Penal Code for the period beginning July 1, 1969 and ending June 30, 1970, and the AUDITORS hereby accept said employment and agree to perform such an audit in accordance with the terms and conditions of this agreement and in accordance with the proposal of GRAND JURY.

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2. SCOPE OF AUDIT. Said audit shall specifically include tests of the accounting records, receipts, disbursements and financial transactions, tax roll accountability, Board of Supervisors allowances, road funds, tax redemption, collateral, securities and all other accounts, books, papers, documents, files and correspondence necessary to complete a thorough and practical audit covering all county offices, departments, agencies, institutions and offices of the said County of Yolo, and the governmental departments and

functions thereof, all in accordance with accepted governmental auditing practices. Said audit shall also include an audit of the books and records of the justice courts of the County of Yolo, which books and records shall be audited in accordance with the methods prescribed in that certain pamphlet entitled "Standard Audit Program for Municipal Courts and Justice Courts" prepared by the Controller of the State of California. Said audit shall not include school districts and other special districts under the direction of locally elected governing boards.

3. LIAISON. AUDITORS shall designate one of their members to act as liaison between AUDITORS and GRAND JURY acting by and through the duly appointed chairman of the Audit Committee of GRAND JURY.

4. AUDIT PERSONNEL. AUDITORS shall use only qualified and experienced personnel in conducting the audit particularly those interested in auditing procedures.

5. REPORTS.

a. Report upon Recommendations. AUDITORS shall make a report to the Audit Committee of GRAND JURY as soon as reasonably possible after commencing the audit as to whether or not the recommendations in the 1969 Grand Jury audit report have been carried out or are being carried out by the various county departments involved.

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b. Progress Reports. AUDITORS shall make progress reports periodically during the course of this engagement and shall confer with the Audit Committee of GRAND JURY before the final preparation of the audit report.

c. Preliminary Findings and Temporary Reports. AUDITORS shall make such preliminary findings and temporary reports to the GRAND JURY as may be advisable should the audit and examination disclose any matter or matters which may be deemed advisable or expedient to bring to the immediate

attention of the GRAND JURY. Such preliminary report or statement may be made orally to GRAND JURY by AUDITORS or in such written or temporary manner as may be agreed upon.

d. Audit Report. Said audit shall be completed and reports thereon furnished not later than December 15, 1970, together with 24 copies thereof.

6. SPECIAL STUDY AND REPORT. AUDITORS shall, with concurrence of the Audit Committee of GRAND JURY, select two county departments for special study and report.

7. COMPENSATION.

a. Amount. As full compensation for all services to be performed by AUDITORS, said GRAND JURY hereby agrees to pay said AUDITORS the sum of $8,000.00 for all services rendered.

b. Payment. Said compensation shall be paid upon an itemized statement made upon completion of final audit report and acceptance thereof by GRAND JURY.

c. Statement. AUDITORS shall submit an itemized statement with their claim for services rendered showing the number of hours worked, the name of each person who conducted any part of the audit and the number of hours worked by each such person.

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8. DETAIL WORK. Notwithstanding the foregoing, it is expressly understood that in the event AUDITORS encounter any circumstances in the conduct of the audit or irregularities or unforeseen conditions which warrant more detailed investigation or audit not within the scope of a general audit, such circumstances shall be immediately reported to GRAND JURY and if deemed necessary, this agreement may be amended to provide for a more detailed audit and for additional compensation to be paid therefor. In the event such circumstances are encountered, AUDITORS shall immediately report such matter to GRAND JURY for approval of a more detailed investigation or audit.

9. OTHER EMPLOYMENT. During the term of this agreement AUDITORS shall not accept any employment by the County of Yolo or its officers, agents or employees without the consent of GRAND JURY.

IN WITNESS WHEREOF, the Jury has caused this agreement to be executed in accordance with the terms of § 926 of the California Penal Code, and the AUDITORS have executed this agreement, all on the day and year herein first above written.

GRAND JURY of the County of Yolo

BY _____
ROBERT G. GARNER, Foreman

BY _____
EVA ACEITUNO, Secretary

BARTIG, BASLER & RAY - AUDITORS

BY _____
General Partner

Compensation provided in Agreement
Approved for the 1970 Yolo County
Grand Jury Subject to Approval of
Board of Supervisors

_____
JAMES C. McDERMOTT
Judge of the Superior Court

_____ Micro Filmed
WARREN K. TAYLOR
Judge of the Superior Court

BOARD OF SUPERVISORS OF THE COUNTY
OF YOLO, STATE OF CALIFORNIA

BY _____
WILLIAM E. DUNCAN, Chairman

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

FILED
AUG 13 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70- 363

L E A S E

THIS LEASE made and entered into this 1st day of August, 1970, by and between HELEN NEWHALL, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT,

W I T N E S S E T H:

1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises more particularly described as follows:

Approximately 2400 square feet of the space in the Newhall Building on Merkley Avenue in West Sacramento, California, currently occupied by the County of Yolo for use as a County Library.

2. TERM.

a. Duration. The term of this lease shall be for a period of five (5) years, hereinafter referred to as 'original term'.

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b. Commencement. The term shall commence on August 1st, 1970.

3. RENT. TENANT shall pay LANDLORD rent at the rate of Three Hundred Sixty-five ($365.00) Dollars per month, payable on the last day of each calendar month of the term of this lease; however, commencing with the month following completion of LANDLORD'S work as provided hereinafter, the monthly rent shall increase to Three Hundred Seventy-five ($375.00) Dollars per month.

4. LANDLORD'S WORK. Prior to October 1, 1970 LANDLORD shall perform the following work known as LANDLORD'S WORK to the

satisfaction of TENANT:

a. Installation of heating and air conditioning so as to enable the workroom at the rear of the building to be used comfortably year around in accordance with plans first approved by TENANT.

b. Installation of appropriate weather stripping so as to prevent the intrusion of water into the workroom at the rear of the building.

5. UTILITIES. TENANT shall pay all charges for utility services used by TENANT on the premises during the term of the lease, except water and sewer which shall be paid for by LANDLORD.

6. DAMAGE OR DESTRUCTION.

a. Total Destruction. In case the improvements located upon the premises shall be totally destroyed, this lease shall terminate.

b. Termination on Partial Destruction. In case the greater part of the improvements located upon the premises shall be damaged or destroyed, TENANT may elect within thirty (30) days after such damage or destruction to terminate this lease.

Micro Fiched

c. Restoration on Partial Destruction. In case the improvements located upon the premises shall be partially destroyed and TENANT does not elect to terminate this lease, the premises shall be repaired or rebuilt as speedily as possible at the expense of LANDLORD, and, should there be a substantial interference with employees' use of the premises, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

7. REPAIRS, WASTE, AND ALTERATIONS.

a. Repairs. LANDLORD, at his sole cost and expense, will keep and maintain the said premises and every part thereof,

including plumbing and heating and air conditioning equipment in good and sanitary order, condition and repair; however, TENANT shall provide its own janitorial services and maintain said premises in a clean condition, ordinary wear and tear excepted.

b. Waste and Alterations. TENANT will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, and that TENANT will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LANDLORD first had and obtained provided, however, that TENANT may remove any fixtures installed by it.

8. TAXES.

a. Increases. TENANT shall pay to LANDLORD upon notice and demand, accompanied by proof of payment, the amount by which the property taxes upon the base area exceed those of the 1969/70 fiscal year by reason of increase in the tax rate of the Washington Unified School District due to exercise by that district of authority conferred by an election for the increase of the maximum rate of school district tax.

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b. Real Property Taxes upon Lease Area. The real property taxes upon the lease area shall be deemed to be that proportion of the taxes upon the assessor's parcel upon which the premises are located that the area of building occupied by TENANT bears to all the area of the buildings located on the assessor's parcel.

9. OPTION.

a. Renewal Option. LANDLORD hereby grants TENANT a renewal option to renew this lease for an additional term of two (2) years from and after the expiration of the original term.

b. Exercise. The option granted herein must be exercised by TENANT by delivery to LANDLORD in care of WEST SACRAMENTO LAND COMPANY, Realtors, 830 Jefferson Boulevard, West Sacramento, California, 95691, of written notice of exercise of option not less than sixty (60) days prior to the expiration of the original term.

c. Terms and Conditions. The option shall be upon the same terms and conditions as set forth in this agreement.

10. CONDITIONAL LIMITATIONS. Each term and each provision of this lease shall be construed both a covenant and a condition.

11. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be binding upon and inured to the benefit of the heirs, executors, administrators, successors and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California,
TENANT

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Micro Fiched

LANDLORD:

Helen Newhall
HELEN NEWHALL

AGREEMENT NO. 70-364

FILED
AUG 20 1970
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT FOR ENGINEERING SERVICES

BY THIS AGREEMENT OF AUGUST 3, 1970, between YOLO COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and YODER-TROTTER-ORLOB & ASSOCIATES, hereinafter referred to as "ENGINEERS", the Parties Mutually Agree:

1. The County desires to have a study made to develop a short range and long range plan for the Management of Solid Wastes and to contract for engineering services required to perform said study. For the purpose of this Agreement the area of study shall encompass the entire County of Yolo.

2. Promptly upon execution hereof, Engineers shall commence and thereafter diligently prosecute to completion for presentation to the County within fifteen months hereof, an engineering survey and report consisting of those items listed in the attached scope (Exhibit "A"), and in original proposal to the County of Yolo dated March 13, 1970 (Exhibit "B").

Micro Fiched

3. Engineers shall perform and complete the work described in Section 2 in accordance with generally accepted engineering practices, and in connection therewith to advise and consult with the officers and representatives of the agencies involved (County, Cities, District and University) at all reasonable times, upon request of authorized officials of the agencies.

4. For this entire work the County shall reimburse the Engineers for actual time and expenses in accordance with the schedule set forth in Item (a) below but in no event shall the total payment to the Engineer exceed Thirty-two Thousand Five Hundred Dollars ($32,500.00) plus direct expenses for transportation, printing and other costs of attendance at special meetings as set forth in Items (b) through (d) below.

XEROX COPY

(a) County shall reimburse Engineers for actual time of Engineers' personnel, in the categories below, while directly engaged in performing work under this contract.

Category	Gross*
Principal	$30.00
Senior Associate	24.50
Associate	20.00
Assistant Engineer	15.00
Drafting Supervisor	15.00
Draftsman	13.00
Clerk or Stenographer	9.00

(b) County agrees to reimburse Engineers for actual direct cost of transportation and other necessary expenses of Engineers' personnel traveling in connection with this work. The cost of this item shall not exceed Four Hundred Dollars ($400.00) and shall be billed in accordance with the following:

Automobile mileage	12¢ per mile
Other travel	At cost

(c) County agrees to reimburse Engineers for the cost of printing in connection with this work in an amount not to exceed, without prior approval, Three Thousand Dollars ($3,000.00).

(d) When attendance by the Engineers is required by the County at special meetings beyond that required for presentation of the final written report to the various public entities financing the study, the County agrees to reimburse Engineers for time and direct expenses in an amount not to exceed Two Hundred Dollars ($200.00) for each such meeting. Within this limit the Engineers are expected to attend not more than four such meetings or conferences.

(e) Said compensation shall be due and payable to Engineer for engineering services outlined above in accordance with the following:

*This shall be a gross hourly rate including payroll taxes, insurance, employee benefits, overhead, profits. Printing, travel and other direct expenses, shall be reimbursed at cost.

On monthly billings as the work is incurred up to ninety percent (90%) of the maximum fee stated herein.

The remaining amount incurred beyond the ninety percent (90%) shall be payable within one (1) month after the presentation to County of the final written report.

(f) County may terminate or discontinue the work authorized under any part of this contract by giving ten (10) days written notice of such termination; and, in such event, County agrees to pay to Engineers up to date of such termination or discontinuance at said agreed rates.

5. Engineers shall make use of any information the County, Cities, District and University have accumulated related to the work and shall make use of the services of these public agencies in carrying out any fact-gathering activity related to the work whenever it is possible to do so in accordance with sound engineering practices.

A check list (Exhibit "C") was prepared indicating possible areas of support and subsequently it was reviewed with the various public agencies involved. As a result of these meetings it was agreed that the areas of support and the participation of each agency would be in accordance with the following:

AREAS OF SUPPORT

(a) Gather existing reports and studies as delineated in the attached scope of work.

(1) Within the agency's planning area.

(2) The County of Yolo.

(b) Provide information on assessed valuation.

Micro Fiched

(c) Provide information on land values.

(d) Gather information on existing regulations, ordinances and governing bodies' actions relative to solid waste.

(1) Within the agency's planning area.

(2) The County of Yolo.

(e) Update land use planning consistent with the study period.

(1) Within agency's planning area.

(2) The County of Yolo.

(f) Provide population projections

(1) Within the agency's planning area.
(2) The County of Yolo.

(g) Make industrial projections of type, location and employment.

(1) Within the agency's planning area.
(2) The County of Yolo.

(h) Gather information on flow of refuse within, out of and into the County by quantity and type, its origin and point of disposal.

(1) Within the agency's planning area.
(2) The County of Yolo.

(i) Determine quantity and type of refuse generated and imported, which requires disposal at a Class I site within the agency's planning area.

(j) Determine the extent of recycle being practiced by quantity and type of refuse within the agency's planning area.

(k) Identify collection service areas and basic services provided in each.

(1) Within the agency's planning area.
(2) The County of Yolo.

Micro Fiched

(l) Summarize information on the existing collection facilities and methods in service area and the collection costs.

(1) Within the agency's planning area.
(2) The County of Yolo.

(m) Summarize the facilities and methods at disposal site serving area and estimated direct haul and disposal costs.

(n) Provide maps and drawings.

(1) Base maps
(2) Maps of existing collection service area
(3) Disposal site map

(o) Load counts and related work, if required.

(p) Project solid waste production.

PARTICIPATION

COUNTY OF YOLO

(a)(2), (b), (c), (d)(2), (e)(2), (f)(2), (g)(2), (h)(2), (n)(1)(3), (o).

CITY OF DAVIS

(a)(1), (d)(1), (f)(1), (j), (k)(1), (l)(1), (n)(2)(3).

UNIVERSITY OF CALIFORNIA AT DAVIS

(a)(1), (d)(1), (e)(1), (f)(1), (h)(1), (i), (j), (k)(1), (l)(1), (m)(1), (n)(2)(3), (o), (p).

WEST SACRAMENTO SANITARY DISTRICT

(a)(1), (d)(1), (e)(1) review only, (f)(1) review only, (g)(1) review only, (h)(1), (i), (j), (k)(1), (l)(1), (m)(1), (n)(2)(3), (o).

CITY OF WINTERS

(a)(1), (d)(1), (h)(1), (k)(1), (l)(1), (m), (n)(2)(3), (o)

CITY OF WOODLAND

(a)(1), (b), (d)(1), (e)(1), (f)(1), (g)(1), (j), (k)(1), (l)(1), (n)(1)(2)(3), (o).

Micro Fiched

6. Engineers shall perform all of such services, prepare all of such reports, and compile all information and data as herein undertaken, for the reimbursement provided, and shall hold County harmless from any loss and/or liability arising directly or indirectly from the performance of this Agreement by Engineers.

7. Engineers agree that, to supply evidence in advance of performing any work under this Agreement and at no expense to the County, they shall furnish or cause to be furnished to the County, a Certificate of Insurance or certified copies of the policies of Insurance as follows:

(a) Errors or Omissions or Malpractice Insurance in amount not less than One Hundred Thousand Dollars ($100,000) with a deductible clause of not more than $2,500, for all damages arising out of errors, omissions, or malpractice during the policy period.

(b) Public Liability and Property Damage Insurance providing for a limit of not less than $100,000 for all damages arising out of bodily injuries or death of one person and subject to that limit for each person a total of not less than $300,000 for all damages arising out of bodily injuries to or death of two or more persons in one accident or occurrence and property damage liability insurance providing for a limit of not less than $50,000.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names, the County by the duly authorized representative, this 3RD day of August, 1970.

YOLO COUNTY

By W E Duncan
Chairman of Board of Supervisors

ENGINEERS:

By Original Copy Signed
Yoder-Trotter-Orlob & Associates

ATTEST:

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers, Deputy

APPROVED AS TO FORM:

By
County Counsel

Micro Fiched

EXHIBIT "A"

SCOPE OF WORK

The Scope of Work for the Proposed Study shall include but not necessarily be limited to the following:

I. Basic Data Gathering

A. Previous reports and studies relative to solid waste

1. Within Yolo County
2. Adjacent Counties
3. San Francisco Bay Area
4. Regional and State
5. Demonstration Projects

B. Previous reports and studies relative to water quality, water supply and wastewater collection, treatment and disposal

1. Within Yolo County
2. Adjacent Counties
3. San Francisco Bay-Delta Region

C. Previous reports and studies relative to air pollution

1. Within Yolo County
2. Adjacent Counties
3. San Francisco Bay Area

D. Previous reports and studies relative to demographic projections for Yolo County and the incorporated areas.

1. Financial
2. Employment by Industrial Groups

E. Previous reports and studies relative to land use planning for Yolo County and the incorporated areas

F. Previous reports and studies relative to transportation for Yolo County

G. Previous reports, studies and maps relative to topography, geology and ground water for Yolo County

H. Existing regulations and ordinances relative to solid waste collection and disposal

1. Yolo County
2. Incorporated areas and districts

Micro Fiched

I. Climatological Data

The consulting engineers will gather all reports, data, maps, etc., and submit to the Solid Waste Management Committee a complete bibliography. He will identify such information, which may be lacking and request the assistance of the committee in securing same. In addition, the committee shall review the bibliography and identify any additional reports, data, etc., which they feel are important to the progress of this work.

II. Definition of Terms

The consulting engineers will draft a list of technical terms with definitions as they are to be used in writing the report. The committee shall review this work and respond directly to the consultant regarding any disagreement.

III. Existing Conditions

A. Develop the probable total and per capita production rates and percentage reaching the disposal sites for the major categories of refuse defined in II. above.

B. Determine the flow of refuse within, out of, and into the County, by quantity and type, its origin and point of disposal.

C. Determine the extent of recycle being practiced by quantity and type of refuse, on County generated and imported refuse.

D. Determine the quantity and type of refuse, County generated and imported, which requires disposal at a Class I site.

E. Determine industrial employment by standard industrial classification groups and its distribution within the County.

F. Determine the quantity and type of refuse in C and D above which is being exported.

G. Summarize the regulations and ordinances relative to Solid Waste collection, treatment and disposal for:

1. County
2. Incorporated Areas and Districts
3. Federal
4. State

H. Identify collection service areas and the basic service provided in each.

I. Summarize the collection facilities and methods in each service area and estimate collection costs.

J. Summarize the facilities and methods at each disposal site and estimated direct haul and disposal cost.

K. Determine the adequacy of each disposal site in terms of protection of environmental factors and the types of refuse received.

L. Estimate the daily receipts at each site and the remaining useful life based on their operation as sanitary land fills.

Micro Fiched

In general the consulting engineer will produce the above work by a combination of review of the data gathered in I. and by field studies. In those matters of local contribution, in the performance of the above work, the consultant will prepare a task order describing in detail the work to be done, the required completion schedule, the source of supporting data and the schedule on which such data will be available. Where differences in judgment in the interpretation and application of data occur, they shall be resolved through meetings with the Solid Waste Management Committee.

IV. Projection of Solid Waste Factors, Yolo County Only

A. Summarize and evaluate factors which may effect production rates.

B. Project solid waste production factors by decades to the year 2020 for each major category of refuse.

C. Evaluate factors which will effect the percent of refuse, by category, reaching the disposal site (including recycle) and adjust the production values to reflect disposal requirements.

D. Estimate the total sanitary land fill disposal area requirements by decade to the year 2020.

E. Identify the geographical centers of waste production by quantity and type of refuse.

F. Preliminary identification of solid waste service areas and land requirements for Class I and Class II sites by decades for each area.

G. Evaluate the effects of possible import and export of solid waste and the projected land requirements for each service area.

In those matters of local contribution in the performance of the above work, the same procedure will be followed as detailed under III. above.

V. Feasible Alternative Solid Waste Disposal Methods

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A. Investigate and compare costs of all alternative methods of land disposal on the basis of equal protection of the environment.

B. Determine at what point in the future other methods of disposal may become feasible and related cost factors.

C. Recommend a method of disposal for the short-range plan (1985), and evaluate its continuation into the long-range plan.

VI. Recommended Standard Regulations for Collection and Disposal of Solid Waste

A. Considerations relative to mandatory collection.

B. Considerations relative to abandoned vehicles.

C. Detail minimum requirements relative to collection practices and transportation.

D. Detail minimum requirements relative to the planning, operation, maintenance and management of sanitary land fill disposal sites.

VII. Suitability of Existing Sites

A. Based on III K and L and VI above, evaluate the feasibility of continued operation of each site.

Local agency participation under V, VI and VII above will generally be in the form of review conferences relative to the work developed by the consulting engineers.

VIII. Field Studies

A. Whenever required to confirm or develop data necessary to the progress of this work field studies will be made relative to:

1. Haul factors
2. Site receipts
3. Classification of solid waste
4. Rural collection needs

Local agencies may again participate in the performance of work as previously described under III.

IX. Develop Short and Long-range Disposal Plans

A. Revise service areas as may be required

B. Recommend disposal site location or locations

C. Transfer station considerations versus direct haul

D. Container systems

E. Considerations relative to import and export of solid waste

F. Class I site recommendations

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G. Cost data and standards

H. Detailed cost factors relative to direct haul and disposal by decades

X. Recommended Management Plan

A. Administrative and financial structure

B. Cost distribution to local agencies

C. Federal-State aid programs

Local agency participation and IX and X above will generally be in the form of review conferences relative to the work developed by the consulting engineers.

XI. Review Conferences, Solid Waste Management Committee

A. A minimum of five review conferences will be scheduled. These will occur following completion of work under II , III , VII , VIII , and X above.

B. Additional review conferences will be called as may be required for the proper conduct of this work.

XII. Submit Draft of Report

XIII. Final Review Conference

XIV. Presentation of Final Report (300 copies)

XV. Public Hearings and Presentations

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EXHIBIT "B"

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PROGRAM APPROACH

- PROJECT

The program, in general, includes the following areas of investigation:

- Review of all existing information on solid waste collection, transport and disposal facilities and development in the County
- Determination of present and future design and cost criteria for solid waste collection, transport and disposal facilities
- Projection of future solid waste quantities by source and area
- Evaluation of present and future water quality criteria, as related to land disposal of solid waste
- Evaluation of existing water supply, wastewater planning and air pollution control factors as they relate to solid waste disposal.
- Development and evaluation of alternative solid waste management plans
- Selection of the recommended plan for the County
- Evaluation of potential administrative structures for implementation of a solid waste management plan
- Preparation of a general implementation and financing program for the recommended management plan

- SCOPE OF WORK

The scope of work for completion of the program specified above includes all engineering services required for the preparation of a Master Solid Waste Management Plan. Specific activities are shown in the Proposed Program Activity Plan and described in the following paragraphs.

- ACTIVITY 1 - PLANNING & IMPLEMENTATION

The detailed conduct of the study will be formulated through the development of a technical work plan in cooperation with the Solid Waste Management Committee. Factors included would be (1) constraints of time and budget; (2) technical participation and availability of support from local

agencies, (3) liaison and reporting procedures, and (4) availability of federal or state funds for support of this program.

ACTIVITY 2 - COST DATA AND STANDARDS

Develop equipment, labor and construction standards and cost data to be used in comparing alternative collection, transport and disposal plans.

ACTIVITY 3 - WATER QUALITY OBJECTIVES

Consult with water quality control, health officials, and concerned public bodies to identify existing water quality problems, and to determine current and contemplated beneficial water uses to be protected. Prepare statement of the policy objectives and identify basic disposal site requirements to meet these objectives.

ACTIVITY 4 - DATA ACQUISITION

Review existing reports and analyze project needs to determine what additional information and data must be developed. This would include but not be limited to:

(a) Environmental data and reports on topography, geology, climate, water supply, wastewater treatment disposal, recreation, and assessed evaluation.

(b) Demographic data and reports on population, land use and industrial development projections.

(c) Investigation and evaluation of the present collection, transport and disposal facilities. Gather financial data important to considerations of this work. Determine the need for detail classification of the municipal solid waste*.

(d) Review existing local, state and federal regulations related to solid waste.

(e) Evaluate air pollution problems related to solid waste disposal.

(f) Evaluate available per capita production factors and the need for more detailed studies.

(g) Determine present quantities of municipal*, agricultural, industrial process, and special solid wastes presently reaching the disposal sites.

ACTIVITY 5 - FIELD STUDIES

Conduct field program as required to supplement existing data and information.

*Where the term municipal solid waste is used it is intended to include Residential, Commercial, Non-processing, Industrial, Demolition, and public solid wastes.

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ACTIVITY 6 - DATA ASSEMBLY AND EVALUATION

Assemble, tabulate, analyze, and evaluate data obtained in Activity 4.

ACTIVITY 7 - ALTERNATIVE COLLECTION SYSTEMS

Review and evaluate existing collection practices and detail alternative systems which may be applicable to the several service areas.

ACTIVITY 8 - PROJECT SOLID WASTE QUANTITIES

Develop projections by their general area of origin and by fractions of agricultural, municipal, etc., for both short and long-range planning. Estimate the required size and capacity for alternate disposal plans.

ACTIVITY 9 - SPECIAL PROBLEM WASTES

Identify those wastes by type and quantity which may not be assimilated into the indicated collection and disposal plan or which may otherwise require special handling and develop a plan for their disposal including the location of special sites if economically justifiable.

ACTIVITY 10 - EVALUATE ALTERNATIVE DISPOSAL PLANS - SYSTEMS

Based on the projections from Activity 8, make economic evaluations of all alternatives that may be reasonably considered for short-range planning and present economic factors on the state of the art as they may relate to long-range planning. Develop factors other than cost pertinent to short and long-range planning.

ACTIVITY 11 - EVALUATE ADEQUACY OF PRESENT DISPOSAL SITES

The adequacy of the existing disposal sites will be evaluated in terms of existing regulations and controls, the alternative disposal plans-systems under consideration and future regulations and controls that may be required. They will be evaluated specifically with regard to special problem wastes. The adequacy of the existing disposal sites will be determined for the various methods of solid waste disposal under consideration, including average and expected life.

ACTIVITY 12 - DETERMINE DISPOSAL SITES MOST SUITABLE

Based on the results of Activities 10 and 11 determine possible disposal site(s), location(s) to meet the short and long-range needs of the County while protecting all environmental values.

ACTIVITY 13 - INTERNAL & DIRECT HAUL WITH & WITHOUT TRANSFER STATIONS

Determine the most economical system of transporting the collected refuse to the disposal site based on the total cost per ton of refuse delivered to the site for each service area.

ACTIVITY 14 - DEVELOP SOLID WASTE SERVICE AREAS

Based on the possible disposal site locations, determine probable boundaries of service areas and the present and projected population contained within each area.

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Identify sub-areas within each service area which could represent collection routes.

ACTIVITY 15 - REGULATIONS AND CONTROLS

Review all local, state and federal regulations pertaining to collection and the indicated disposal plan and recommend regulations to insure the proper planning, design, construction, operation, maintenance and management of both public and private collection and disposal systems.

ACTIVITY 16 - MANDATORY REFUSE COLLECTION & ABANDONED VEHICLES

Detail advantages and disadvantages of mandatory refuse collection, areas where practical and alternatives capable of accomplishing the same objective. Describe procedures utilized in other areas of California and the nation for rapid legal clearance of abandoned vehicles within the limits of existing laws.

ACTIVITY 17 - ADMINISTRATIVE-FINANCIAL STRUCTURE

This task will review the administrative structure, boundaries, and financial authority of existing and potential solid waste management agencies capable of serving various regions of the County. This information will be used to develop administrative financial plans for implementing the first stage of the Master Plan and can be integrated into the ultimate plan.

ACTIVITY 18 - FEDERAL AID

Review federal and state aid programs and determine which program would be applicable for support of the proposed plan.

ACTIVITY 19 - COST DISTRIBUTION

Determine the distribution of cost to each service area by stages, for the recommended plan.

ACTIVITY 20 - RECOMMENDED SOLID WASTE MANAGEMENT PLAN

Review and refine the service areas, collection, transport and disposal plans developed in Activities 9, 13, 14, and 17. Prepare schematic layout and design factors including estimates of all costs and setting forth the method and priority for developing the plan in stages. Wherever possible a plan for the utilization of the completed sites will be suggested.

ACTIVITY 21 - DEVELOP IMPLEMENTATION PLAN

Develop a program for implementation of the master long-range plan on a step-by-step basis. Review with each service area the possible methods of financing and administering their improvements with and without federal or state assistance.

ACTIVITY 22 - PREPARE FINAL REPORT

On the basis of the final review by the Solid Waste Management Committee, revise the draft report for final printing and submittal.

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EXHIBIT "C"

COUNTY, CITY OR DISTRICT _____

YOLO COUNTY SOLID WASTE MANAGEMENT STUDY

AREAS OF SUPPORT Date _____

Description of Work	Will provide Service	Will Not Provide Service
1. Gather existing reports and studies as delineated in Scope of Work		
a. Within Planning Area		
b. Yolo County		
c. Adjacent Counties		
d. Other		
2. Provide information on assessed valuation and land values		
3. Gather information on existing regulations, ordinances, and Board or Council actions relative to solid waste		
a. Within Planning Area		
b. County		
c. Other		
4. Update land use planning consistent with study period		
a. Within Planning Area		
b. County		
5. Provide population projections		
a. Within Planning Area		
b. County		
6. Make industrial projections of type, location and employment		
a. Within Planning Area		
b. County		

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Description of Work	Will provide Service	Will Not Provide Service
7. Gather information on flow of refuse within, out of and into County by quantity and type, its origin and point of disposal		
8. Determine quantity and type of refuse generated and imported, which requires disposal at a Class I Site.		
9. Determine extent of recycle being practiced by quantity and type of refuse (salvage, tires, auto bodies, hog feedings, etc.)		
10. Identify collection service areas and basic services provided in each		
11. Summarize information on the existing collection facilities and methods in service area and the collection costs.		
12. Summarize the facilities and methods at disposal site serving area and estimated direct haul and disposal costs		
13. Provide maps and photographs a. Base Maps b. Existing Collection Service Areas c. Disposal sites d. Aerial photographs		
14. Load counts and related work, if required.		

By_____

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YOLO COUNTY
AGREEMENT NO. 70-365

STANDARD AGREEMENT – APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD. 2 (REV 3/70)

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of June, 1970, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting TITLE OF OFFICER ACTING FOR STATE: Assistant Director

AGENCY: Department of Public Health

NUMBER: 237-1st Amendment

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this Department and County of Yolo, dated July 1, 1969, and approved on September 23, 1969 by the State Department of General Services:
   a. Paragraph 2 is amended to read:
      "2. The period of this contract shall be from July 1, 1969 through June 30, 1971."
   b. The total amount of this contract stated in paragraph 4 is amended to read:
      "$34,671."
   c. The budget stated in Exhibit B is amended to read as stated in the attached Revised Exhibit B.

2. All other terms and provisions of said contract shall remain in full force and effect.

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.11 have been complied with and this document is exempt from review by the Department of Finance."

Signature

FILED
SEP 15 1970
LAURENCE P. HENIGAN, Clerk
By Deputy

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

AGENCY: Department of Public Health

BY (AUTHORIZED SIGNATURE): William J. Kurtz

TITLE: William J. Kurtz, Assistant Director
Chief, Office of Fiscal & Management Services

(CONTINUED ON ____ SHEETS, EACH BEARING NAME OF CONTRACTOR)

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo

BY (AUTHORIZED SIGNATURE): [signature]

TITLE: CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ADDRESS: P. O. Box 1157
Woodland, California 95696

Micro Fiched

Do Not Write In This Space

DOWN | VALUE | BUDGET | DESCRIPT

Department of General Services
APPROVED
AUG 31 1970
BY
Chief Counsel

AMOUNT OF THIS ESTIMATE	APPROPRIATION			
$	Support			
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	161	355	1969	69/70
ADJ. INCREASING ENCUMBRANCE $ 6,327.00	FUNCTION: Operating Expense & Equipment			
ADJ. DECREASING ENCUMBRANCE $	LINE ITEM ALLOTMENT: 020-40.1 93071-01-79			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is of the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
AUG 21 1970
CHIEF COUNSEL
Department of General Services

Approved as to Form
Date 8/12/70
County Counsel of Yolo County

Micro Fiched

40831-750 3-70 17M OSP

EXHIBIT B
Revised

BUDGET

Immunization Assistance Project
July 1, 1969 - June 30, 1971

CONTRACTOR: County of Yolo - Contract #237-1st Amendment

Personnel Services				
			Salary Rate	
1	Public Health Nurse	(Equivalent)	742/749 mo.	$17,383.00
1	Typist Clerk	(22 of 24 months)	502 mo.	10,900.00
	Benefits			5,270.00
			Total Personnel Services	$33,553.00
Operating Expenses				
	Supplies			$ 386.75
	Travel			731.25
			Total Operating Expenses	$1,118.00
			TOTAL BUDGET	$34,671.00

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YOLO COUNTY
AGREEMENT NO. 70-366

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD. 2 (REV. 5-70)

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 8th day of June 1970, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting TITLE OF OFFICER ACTING FOR STATE: Assistant Director

AGENCY: Department of Public Health
NUMBER: 145-1st Amendment

hereafter called the State, and

Yolo County

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this Department and Yolo County, dated July 1, 1969 and approved on September 29, 1969 by the State Department of General Services:
   a. the total amount of this contract stated in paragraph 4 is amended to read "$41,764".
   b. the budget stated in Exhibit "C" is amended to read as stated in the attached revised Exhibit "C". It is expressly agreed that salary rates stated in Contractor's original proposal, Exhibit "B", shall remain unchanged.

2. All other terms and provisions of said contract shall remain in full force and effect.

I hereby certify that all resolutions [illegible] have been duly passed and entered with respect to this agreement as required [illegible]

FILED
SEP 15 1970
LAURENCE P. HENIGAN, Clerk
Deputy

Micro Filmed

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

AGENCY: Department of Public Health
BY (AUTHORIZED SIGNATURE): William J. Hurt
TITLE: William J. Hurt, Assistant Director
Chief, Office of Fiscal & Management Services

(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County
BY (AUTHORIZED SIGNATURE): Joe E. Newman
TITLE: CHAIRMAN OF THE BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
ADDRESS: P.O. Box 1157
Woodland, California 95696

Do Not Write In This Space

FUND	AMOUNT OF THIS ESTIMATE	APPROPRIATION			
General	$	Support			
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR	
$	160	355	1969	69/70	
ADJ. INCREASING ENCUMBRANCE	FUNCTION				
$ 8,160.00	Operating Expense & Equipment				
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT				
$	001-40.1 MB 969 (70)				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: [illegible]

Department of General Services
APPROVED
AUG 28 1970
BY
Asst. Chief Counsel

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is of the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Approved as to Form
Date 8-12-70
John Kabateck
County Counsel of Yolo County

RECEIVED
AUG 21 1970
CHIEF COUNSEL
Department of General Services

40831-750 3-70 175M OSP

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
BUREAU OF STATE SERVICES (COMMUNITY HEALTH)
WASHINGTON, D. C. 20201

Yolo County Health Department

BUDGET REVISION

CURRENT BUDGET PERIOD
FROM July 1, 1969 THROUGH June 30, 1970

GRANT NUMBER 10-003 CONTRACT 148

BUDGET CATEGORIES	APPROVED BUDGET 1	PROPOSED REVISIONS 2	REVISED BUDGET 3
PERSONNEL	$ 30,800	$ 7700	$ 38,500
SUPPLIES	964	-	964
TRAVEL	1,840	460	2300
EQUIPMENT	-	-	-
OTHER	-	-	-
INDIRECT COSTS			
TOTAL	$ 33,604	$ 8160	$ 41,764

JUSTIFICATION AND EXPLANATION *(Use Additional Sheets, as necessary)*

RESTITUTION OF LAPSE FACTOR REQUESTED.

FORM APPROVED
BUDGET BUREAU NO. 68-R11

FILED (17)

AUG 11 1970

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 70 - 367

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 10th day of August, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the A-1 YOLO AMBULANCE SERVICE, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 10th day of August, 1970.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER A-1 Yolo Ambulance

Owner

BY Donald Tuttle

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers DEPUTY
(SEAL)

FILED
AUG 2 8 1970
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

AGREEMENT NO. 70-368

THIS AGREEMENT made this 10th day of August, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and SUTTER COMMUNITY HOSPITALS, a non-profit corporation, hereinafter called HOSPITAL,

W I T N E S S E T H:

WHEREAS, the parties to this agreement have entered into an agreement dated April 15th, 1968, Yolo County Agreement No. 68-53, by the terms of which HOSPITAL agreed to provide certain outpatient psychiatric services for certain children; and

WHEREAS, Paragraph 2.A. of the agreement specified the compensation payable to HOSPITAL for outpatient psychiatric services at the rate of $28.00 for patient visits for evaluation and further provided for prospective adjustment of that rate by mutual written agreement of the parties; and

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WHEREAS, the parties desire to increase said rate to $32.00 for patient visits for evaluation.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties as follows:

1. As of August 1, 1970, the compensation payable to HOSPITAL for outpatient psychiatric services rendered pursuant to said agreement as amended shall be a maximum of $32.00 per hour for patient visits for evaluation.

2. In all other respects, said Agreement No. 68-53 is hereby ratified and confirmed.

WHEREFORE, this agreement was made and executed on the date first above written by the County of Yolo and Sutter Community Hospitals by their respective officers thereunto duly authorized.

SUTTER COMMUNITY HOSPITALS,
a corporation

By William A. Schaefer Jr.
Executive Director

COUNTY OF YOLO,
a political subdivision

By W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Ethel E. Lucas Deputy

(SEAL)

Approved as to Form
By 8-17-70
John Kelsoe
County Counsel of Yolo County

Micro Fiche

(28)

FILED
AUG 20 1970
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 70- 369

(Psychiatric Services Agreement)

THIS AGREEMENT made and entered into this 1st day of July, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and WOODLAND CLINIC MEDICAL GROUP, a co-partnership, hereinafter referred to as CLINIC,

W I T N E S S E T H:

WHEREAS, COUNTY desires to obtain psychiatric services for the patients of the Yolo County Mental Health Services; and

WHEREAS, CLINIC is in a position to provide such psychiatric services,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS UNDERSTOOD AND AGREED by and between the parties hereto as follows:

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1. CLINIC agrees to provide to COUNTY during the term of this agreement the psychiatric services hereinafter described to patients of the Yolo County Mental Health Services to the extent of forty (40) hours per week under the direction of and in accordance with utilization review procedures developed by the Director of the Yolo County Mental Health Service;
2. The services shall be performed by licensed physicians and surgeons, hereinafter referred to as PSYCHIATRISTS, who are certified or eligible for certification by the American Board of Psychiatry and Neruology and who shall be named by Clinic and approved by the Board of Supervisors of COUNTY. The psychiatrists hereby named initially by CLINIC and hereby approved by the Board of Supervisors of COUNTY are RICHARD NORMINGTON, M. D., and EDWARD DOEHNE, M. D.;
3. The services provided hereunder shall include the following:

A. Mental health consultation to other professional persons to assist them in their management of emotionally disturbed patients or clients, including the non-medical professional staff of Yolo County Mental Health Services.

B. Direct psychiatric evaluation and treatment of patients referred by other professionals after referral, consultation or discussion. This evaluation or treatment shall be provided primarily for inpatients, day patients and emergency patients of WOODLAND MEMORIAL HOSPITAL and YOLO GENERAL HOSPITAL, but may, in addition, be provided to out patients. Following his evaluation, the psychiatrist will communicate his findings to the referral source and to the Director of County Mental Health Services and follow with a consultation letter whenever appropriate.

C. Attendance at staff meetings, completion of all patient forms and medical records with enough information to assist another staff member at a future contact.

Micro Fiched

4. COUNTY agrees to pay compensation to CLINIC for services rendered pursuant to this agreement monthly at the rate of $24,000 per year.

5. CLINIC agrees to save COUNTY harmless from all claims for damages from the provision of services under this agreement and shall defind any suit against COUNTY that may arise therefrom. CLINIC agrees that it shall be covered by liability insurance providing malpractice and professional service coverage with policy limits of at least $1,000,000, and that PSYCHIATRISTS shall be covered by liability insurance providing malpractice and professional services coverage, comprehensive general liability coverage and comprehensive automobile liability coverage with limits of at least $100,000 for each person and $300,000 for each occurrence.

6. The term of this agreement shall commence on the 1st day of July, 1970, and shall continue until terminated by either party upon sixty (60) days' notice in writing to the other party of intention to terminate. Notice may be given by mail to either party addressed as follows:

COUNTY:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

CLINIC:

Woodland Clinic Medical Group
1207 Fairchild Court
Woodland, California 95695

7. This agreement shall supersede all other agreements between the parties for psychiatric services.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, A political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro-Filmed

WOODLAND CLINIC MEDICAL GROUP,
a co-partnership

BY _____

AGREEMENT NO. 70-370

FILED
JAN - 6 1971
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 10th day of August, 19 70, by and between E. L. MEANS and EVELYN T. MEANS, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 43, heretofore established or enlarged by the County by Resolution No. 70-95 filed in the Office of the County Recorder of Yolo County on August 18, 1970, and recorded in Volume 950 of Official Records at page 167), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-95, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

E. L. MEANS and EVELYN T. MEANS

P. O. Box 610, Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Filmed

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

E. L. Means

Evelyn T. Means

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On August 10, 1970, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A. Rodgers DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this May 26, 19 70 before me the undersigned Notary Public ~~County Clerk~~ of the County of Yolo, personally appeared E. L. MEAND and EVELYN T. MEANS, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Micro Fiched

Dated this 26th day of May, 19 70.

WANDA L. SKELLCHOCK
Notary Public — California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

Wanda L. Skellchock
~~LAURENCE P. HENIGAN, COUNTY CLERK~~
(WANDA L. SKELLCHOCK)

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62066 Effective Date: May 20, 1970 05:00 p.m.

The assurances referred to on the face page are: RODGERS, MEANS, NORTHUP & ESTEY

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday in March 1969 with respect to the name(s) of E. L. MEANS and EVELYN T. MEANS.

The following described property vests in: E. L. MEANS and EVELYN T. MEANS, his wife, as community property.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

A portion of Tract D, of Z. B. Kincheloe Estate Lands, County of Yolo, State of California, situate in Section 13, Township 9 North, Range 1 East, M.D.B.&M., per map of said Estate Lands which is filed for record in the office of the Recorder of said County in Maps & Surveys Book 4, page 49, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Tract D and extending thence along the south line thereof and said Section13, South 89° 11' West 860.43 feet to the center line of an existing canal of the Clear Lake Water Co., said canal being known as Moore Canal; thence along the center line of said canal the following courses: North 0° 43' West 2017.69 feet; North 74° 03' 10" West 141.07 feet; North 79° 46' 40" West 240.03 feet; North 64° 44' 40" West 329.57 feet to the West line of said Tract D; thence along said Tract D boundary lines as follows: North 0° 30' West 388.69 feet; thence North 89° 00' East 657.99 feet; thence North 89° 03' East 860.43 feet; thence South 0° 35' 40" East 2642.07 feet to the point of beginning, containing 59.55 acres, more or less.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 tax Assessment Roll as Assessor's Parcel No. 24-150-43. Code Area: 87-068.

NOTE: This Guarantee is limited to the above described property.

Micro Fiched

ADDITION TO A-P 43

CLTA GUARANTEE FORM NO. 12 - 1963

EXHIBIT- A

Appl. #A-370

GUARANTEE

68 19467

☐ CHAIN OF TITLE GUARANTEE	☐ PLANT INFORMATION GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE	XX PROPERTY SEARCH GUARANTEE
☐ LOT BOOK GUARANTEE	☐ MECHANIC'S LIEN GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE	☐ RECORD OWNER GUARANTEE
☐	☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62066 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RODEGERDTS, MEANS, NORTHUP & ESTEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 20, 1970 @5:00 p.m. , in the County of Yolo, State of California.

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Jestes Secretary

Micro Fiched

CLTA GUARANTEE FACE PAGE—1967

FILED
JAN - 6 1971
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 70-371

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 10th day of August, 19 70, by and between JANET M. HAWK and NANCY K. SANTENS

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 44, heretofore established or enlarged by the County by Resolution No. 70-95 filed in the Office of the County Recorder of Yolo County on August 13, 1970, and recorded in Volume 950 of Official Records at page 167, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

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WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-95, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

JANET M. HAWK 722 Placer Drive, Woodland, California 95695

NANCY K. SANTENS 302 Greenwood Drive, Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

x Janet M. Hawk

x Nancy K. Santens

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On August 10, 19 70, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Deputy

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this May 26, 19 70, before me the undersigned Notary Public ~~County Clerk~~ of the County of Yolo, personally appeared JANET M. HAWK and NANCY K. SANTENS, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 26th day of May, 19 70.

Wanda L. Skellchock
~~LAURENCE P. HENIGAN, COUNTY CLERK~~
(WANDA L. SKELLCHOCK)
NOTARY PUBLIC, COUNTY OF YOLO,
STATE OF CALIFORNIA

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

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WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62069 Effective Date: May 20, 1970 05:00 p.m.

The assurances referred to on the face page are: RODEGERDTS, MEANS, NORTHUP & ESTEY

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first monday in March 1969, with respect to the name(s) of JANET M. HAWK and NANCY K. SANTENS.

The following described property vests in: JANET M. HAWK, an undivided 1/2 interest; and NANCY K. SANTENS, an undivided 1/2 interest, by deeds recorded December 30, 1968, and January 16, 1969, which recites as their sole and separate property.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The Northeast 1/4 of Section 6, Township 11 North, Range 1 East, M. D. B. & M.

NOTE: The yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 19-272-50 and 19-272-51. Code Area 87-093.

NOTE: This Guarantee is limited to the above described property.

ADDITION TO A-P 44

Micro Fiched

EXHIBIT- A.

Appe - 70 - 371

GUARANTEE

68 19466

☐ CHAIN OF TITLE GUARANTEE	☐ PLANT INFORMATION GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE	☒ PROPERTY SEARCH GUARANTEE
☐ LOT BOOK GUARANTEE	☐ MECHANIC'S LIEN GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE	☐ RECORD OWNER GUARANTEE
☐	☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62069 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RODEGERDTS, MEANS, NORTHUP & ESTEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

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Dated as of May 20, 1970 05:00 p.m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Jeffreys Secretary

CLTA GUARANTEE FACE PAGE—1987

FILED

JAN - 6 1971

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

AGREEMENT NO. 70-372

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 10th day of August, 1970, by and between GEORGE E. YOUNGMARK and VERNE S. YOUNGMARK, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 44, heretofore established or enlarged by the County by Resolution No. 70-95 filed in the Office of the County Recorder of Yolo County on August 13, 1970, and recorded in Volume 950 of Official Records at page 167, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

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WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-95, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

GEORGE E. YOUNGMARK and VERNE S. YOUNGMARK
P. O. Box 72, Dunnigan, California 95937

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Filmed

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

George E. Youngmark

Verne S. Youngmark

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On August 10, 1970, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this May 26, 1970, before me the undersigned Notary Public ~~in and for said County and State~~ of the County of Yolo, personally appeared GEORGE E. YOUNGMARK and VERNE S. YOUNGMARK, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 26th day of May, 1970.

Wanda L. Skellchock
~~NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE~~
WANDA L. SKELLCHOCK
NOTARY PUBLIC, COUNTY OF YOLO,
STATE OF CALIFORNIA

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

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WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62058 Effective Date: May 22, 1970 @8:00 a.m.

The assurances referred to on the face page are: GEORGE E. YOUNGMARK and VERNE S. YOUNGMARK, his wife.

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to May 22, 1970, with respect to the name(s) of

AS TO PARCELS 1A, 1B, 2, 3, 5 and 6: GEORGE E. YOUNGMARK and VERNE S. YOUNGMARK, his wife.

AS TO PARCEL 4: GEORGE E. YOUNGMARK.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1-A: All that portion of the following described parcel of land: BEGINNING at the quarter section corner at the center of Section 32, Township 12 North, Range 1 East, and running thence along the quarter section line, North 00° 29' East 334.6 feet; thence South 81° 59' East 1340 feet, more or less to the one-sixteenth section line running North and South through the center line of the Northeast Quarter of Section 32, said Township and Range; thence South 00° 50' West 171.5 feet, more or less to the center of the East half of Section 32; thence South 89° 16' East 1322 feet to the quarter section corner between Sections 32 and 33, said Township and Range; thence South 1° 11' West 2650 feet, more or less to the Southeast corner of said Section 32; thence North 89° 19' West 2644 feet, to the quarter section corner on the South boundary of Section 32; thence North 00° 29' East 2650 feet to the point of beginning, lying southerly of the southerly edge of the borrow pit of the back levee of Reclamation District No. 108.

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PARCEL 1-B: All that portion of the West half of Section 32, Township 12 North, Range 1 East, M. D. B. & M., described as follows: BEGINNING at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 32, Township 12 North, Range 1 East, M. D. B. & M., and running thence along the line between Sections 31 and 32, said Township and Range, North 00° 01' 30" West 578.9 feet; thence South 31° 14' 30" East 409.1 feet; thence South 63° 13' 15" East 2790.8 feet to the 1/4th section line running North and South through the center of Section 32, said Township and Range; thence along the 1/4th section line, South 00° 29' West to the quarter section corner between said Section 32, Township 12 North, Range 1 East, and Section 5 Township 11 North, Range 1 East; thence West along the South boundary of said Section 32 to the Southwest corner of the said Section 32; thence along said Section line, the West boundary of said Section 32, North 00° 01' 30" West to the point of beginning, being part of the West half of Section 32, said Township 12 North, Range 1 East, lying southerly of the southerly edge of the borrow pit of the back levee of Reclamation District 108.

PARCEL 2: The Southwest 1/4 of Section 33, Township 12 North, Range 1 East, M.D.B.&M. EXCEPT 49 acres, heretofore sold to Reclamation District No. 108.

Agree 70-372

Order No. 62058

DESCRIPTION (Continued)

PARCEL 3: That portion of the Southeast 1/4 of Section 33, Township 12 North, Range 1 East, described as follows: BEGINNING at the quarter section corner between Section 33, Township 12 North, Range 1 East, and Section 4, Township 11 North, Range 1 East, which corner is marked by an iron pipe; thence South 89° 15' East 2674.0 feet to the southeast corner of said Section 33; thence along the section line between Sections 33 and 34, said Township and Range, North 0° 25' East 1899.3 feet to a point near the inside toe of the Back Levee of Reclamation District No. 108; thence North 80° 45' West 2701.2 feet to a point on the mid-section line running northerly and southerly through the center of said Section 33; thence along said midsection line South 0° 19' West 2298 feet, to the point of beginning, containing 128.80 acres of land.

PARCEL 4: The Northeast 1/4 of Section 5 and the South 1/2 of the Northwest 1/4 of Section 5, Township 11 North, Range 1 East, M. D. B. & M.

PARCEL 5: The North 1/2 of the Northwest 1/4 of Section 5, Township 11 North, Range 1 East, M. D. B. & M., lying southerly of the southerly edge of the borrow pit of the back levee of Reclamation District No. 108.

PARCEL 6: The East 1/2 of the Northeast 1/4 of Section 4, Township 11 North, Range 1 East, M. D. B. & M.

EXCEPTING THEREFROM the following: BEGINNING at the East 1/4 corner of Section 4; thence along the line common to Sections 3 and 4, North 0° 00' 29" East 1488.50 feet; thence leaving said Section line along a fence West 84.88 feet to a point; thence South 26° 40' 30" West, 1665.79 feet to the South line of the Northeast Quarter of Section 4; thence along said Quarter section East 832.50 feet to the point of beginning.

NOTE: This Guarantee is limited to the hereinabove described property.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as follows:

PARCELS 1A and 1B - Assessment Parcel No. 19-060-09
PARCEL 2---------- 19-060-13
PARCEL 3---------- 19-060-14
PARCEL 4---------- 19-272-25
PARCEL 5---------- 19-272-38
PARCEL 6---------- 19-272-49

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ADDITION TO A-P 44

GUARANTEE

68 19465

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62068 Liability $ 125.00 Fee $5.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

GEORGE E. YOUNGMARK and VERNE S. YOUNGMARK, his wife.

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of May 22, 1970 @8:00 a.m. , in the County of Yolo, State of California.

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R.H. Mitchell President

By J. W. Peters Secretary

FILED

JAN - 6 1971

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

AGREEMENT NO. 70-373

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 10th day of August, 19 70, by and between Robert H. Whipple and Margaret M. Whipple, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 10, heretofore established or enlarged by the County by Resolution No. 70-95 filed in the Office of the County Recorder of Yolo County on August 13, 1970, and recorded in Volume 950 of Official Records at page 167, the location of which is shown on the map(s) attached to said resolution(s); and

Micro Fiched

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-95, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

ROBERT H. & MARGARET M. WHIPPLE

RT. 1, BOX 294

WINTERS, CALIF.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER Robert H. Whipple

Margaret M. Whipple

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On August 10 19 70, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this August 10, 19 70, before me the undersigned County Clerk of the County of Yolo, personally appeared Robert H. & Margaret M. Whipple, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 10th day of August, 19 70.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

Micro Fiched

TO 1561 (7-68)

RO 8335-006

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
Agricultural preserve

a California corporation, does hereby guarantee

County of Yolo

ADDITION TO A-P 10

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

ROBERT H. WHIPPLE and MARGARET M. WHIPPLE, his wife, as Joint Tenants

Deed Recorded May 31, 1966 in Book 828 page 530 Official Records

Document No. 6382

I.R.S. $ None

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

The North ½ of the Northeast ¼ of Section 18, Township 8 North, Range 1 West, M.D.B.&M., according to the official plat thereof.

EXCEPTING THEREFROM all oil, gas, hydrocarbons and minerals, together with the rights incidental thereto.

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 12, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by F. Hale Stewart
PRESIDENT

Attest: Richard W. Burdette
SECRETARY

Assessor's Parcel No.
30-180-02 in Area Code 86-000

EXHIBIT-A

Agmt - 70-373

FILED
JAN - 6 1971
LAURENCE P. HENIGAN, Clerk
By..... Deputy

AGREEMENT NO. 70-374

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 10th day of August, 19 70, by and between Lulu M. Goodnow Comontofski

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 41, heretofore established or enlarged by the County by Resolution No. 70-95 filed in the Office of the County Recorder of Yolo County on August 13, 19 70, and recorded in Volume 950 of Official Records at page 167), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiche

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-95, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Lulu M. Goodnow Comontofski

Rt. 3, Box 840

Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY W. E. Duncan

CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

OWNER

Mrs Lulu M. Goodnow

AKA Mrs Lulu M. Goodnow Comontofski

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On August 10, 1970, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
Deputy

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this MAY 27, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared MRS. LULU M. GOODNOW AKA MRS. LULU M. GOODNOW COMONTOFSKI, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 27th day of May, 1970

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara A. Rodgers
Deputy

Micro Fiched

RO 8335-008

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
RT. 3, Box 840
Woodland, California
Parcel No. 21-760-16

a California corporation, does hereby guarantee

· County of Yolo,
State of California

ADDITION TO A-P 41

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

LULU M. GOODNOW, as to a life estate, with the remainder over to ARTHUR G. GOODNOW and GAYLE M. HIATT in equal shares.

Decree of Distribution
Date Recorded May 6, 1952

Document No. 2697

I.R.S. $ NONE

Record Description:

All that certain real property situate in the County of Yolo, State of California, and more particularly described as follows:

Fractional West ½ of Section 6, Township 10 North, Range 1 West, M.D.B.&M., containing 272.98 acres, more or less.

pi

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 21, 1970 @ 7:30 A.M.

Micro Fiched

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

EXHIBIT-A

Book 70-394

FS 265 (4-65)
TRANSMITTAL LETTER

Title Insurance and Trust Company

P. O. Box 572 Woodland, California

May 21, 1970

Mrs. Lulu M. Goodnow Comontofski
Route 3, Box 840
Woodland, California 95695

ORDER No. 8335-008
LOAN No.
REFERENCE

In connection with the above transaction, we enclose:

- ☐ Policy of Title Insurance CLTA ☐ ALTA ☐
- ☐ Escrow closing statement
- ☐ Our Check # in the amount of $
- ☐ Deed from
- ☐ Deed of Trust executed by
- ☐ Original Note for $ made by in favor of
- ☐ Fire Policy # issued by Amount $ Expiration date.
- ☐ Copy of recorded document which you requested
- ☐ Receipted tax bill
- ☐ Covenants, Conditions and Restrictions
- ☒ Record Owner Guarantee original
- ☐

Any recorded documents to which you are entitled will be forwarded.

Micro Fiched

Thank you for giving us the opportunity of serving you.

TITLE INSURANCE AND TRUST COMPANY

BY Paulette Inman

Paulette Inman

FILED
JAN - 8 1971
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 70-375

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 10th day of August, 19 70, by and between Wilbur I. & Aida Holland

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 38, heretofore established or enlarged by the County by Resolution No. 70-95 filed in the Office of the County Recorder of Yolo County on August 13 19 70, and recorded in Volume 950 of Official Records at page 167, the location of which is shown on the map(s) attached to said resolution(s); and

Micro Filmed

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Filmed

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-95, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Wilbur I. & Aida Holland

Rt. 1, Box 425

Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY W E Duncan

CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

OWNER

Wilbur I. Holland

Aida Holland

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On August 10, 1970, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this MAY 29, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared Wilbur I. & Aida Holland, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of May, 1970.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

Micro Fiched

TD 1551 (7-68)

RO 8335-017

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
Parcel # 21-530-20

a California corporation, does hereby guarantee

Wilbur I. Holland
Route 1, Box 429
Woodland, California 95695

ADDITION TO A-P 38

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

WILBUR I. HOLLAND and AIDA HOLLAND, his wife

Deed Recorded November 5, 1935

Document No. 3122

I.R.S. $ 7.00

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

The Northeast ¼ of Section 13, Township 9 North, Range 1 West; the East ½ of the Southeast ¼ and the Northwest ¼ of the Southeast ¼ of Section 13, Township 9 North, Range 1 West, all the above in Mount Diablo Base and Meridian.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 22, 1970 @ 7:30 A.M.

Micro Fiched

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

EXHIBIT-A

Orgue 70-375

AGREEMENT NO. 70-376

FILED
JAN - 6 1971
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 10th day of August, 1970, by and between LAURENCE G. GERALDSON and FLORENCE I. GERALDSON, his wife.

, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 8, heretofore established or enlarged by the County by Resolution No. 70-95 filed in the Office of the County Recorder of Yolo County on August 13 1970, and recorded in Volume 950 of Official Records at page 167, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-95, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
Laurence G. Geraldson & Florence I. Geraldson
c/o Laurence G. Geraldson
221 Texas St.
Vallejo, Calif. 94590

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

OWNER
Laurence G Geraldson
Florence I. Geraldson

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On August 10, 1970, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. Duncan, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this MAY 29, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared Laurence G. & Florence I. Geraldson, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of May, 1970.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers DEPUTY

Micro Fiched

RO 8335-011

Record Owner Guarantee

Title Insurance and Trust Company

Fee $30.00
Street address or other ref.
Parcel No.'s 18-430-14; 18-430-29; 18-430-35; 18-450-16 and 18-450-06

a California corporation, does hereby guarantee
County of Yolo

ADDITION TO A-P 8

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

LAURENCE G. GERALDSON and FLORENCE I. GERALDSON, his wife

Deed Recorded November 7, 1962 in Book 693 of Official Records, page 52

Document No. 11862

I.R.S. $ None

Record Description: All that real property situated in the County of Yolo, State of California, described as follows:

Parcel 1: The East half of the Southeast quarter of Section 19; the Southwest quarter of the Southwest quarter and the South half of the Southeast quarter of Section 20; the North half of the Northwest quarter and the North half of the Northeast quarter of Section 29 and the Southwest quarter of the Northeast quarter and the Northeast quarter of the Northeast quarter of Section 30, all in Township 11 North, Range 3 West, Mount Diablo Base and Meridian, and by the patent recorded March 9, 1954 in Book 416 of Official Records, page 92.

Parcel 2: The East half of the Northeast quarter of Section 19, Township 11 North, Range 3 West, Mount Diablo Base and Meridian.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 19, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by _____ PRESIDENT

Attest: _____ SECRETARY

Micro Fiched

EXHIBIT-A

Copy 70-316

Vol. 950 Page 167
Aug 13 1970.

YOLO COUNTY
AGREEMENT NO. 70-377

FILED
OCT 19 1970
LAURENCE P. HENIGAN, Clerk
By Gale E. Lucas
Deputy

STATE OF CALIFORNIA

THE RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION

PROJECT: CANYON REGIONAL PARK

PROJECT NO.: 857-101
Acquisition and
Development

AGREEMENT FOR GRANT OF MONEY PURSUANT TO THE CAMERON-UNRUH BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1964, CHAPTER 1690, STATUTES OF 1963.

THIS AGREEMENT FOR GRANT MONEY, made and entered into this 30th day of September, 1970, by and between the State of California, acting by and through the Resources Agency and the Department of Parks and Recreation of the State of California, hereinafter called "STATE", and the County of Yolo, a political subdivision, hereinafter called the "APPLICANT".

W I T N E S S E T H:

WHEREAS, the Legislature has enacted the Cameron-Unruh Beach, Park, Recreational and Historical Facilities Bond Act of 1964 (Public Resources Code Sections 5096.1 through 5096.28), which authorizes the STATE to make grants to counties, cities, cities and counties, and regional public agencies organized pursuant to Division 5 of said code for acquisition and development of real property for park and beach purposes; and

WHEREAS, STATE acting by and through the Secretary for Resources has determined that APPLICANT is qualified to receive a grant under said Bond Act; and

WHEREAS, the Legislature has approved APPLICANT'S project in the Budget Act of 1970, Item 340.1(iii);

NOW, THEREFORE, it is mutually agreed between the aforesaid parties as follows:

Micro Fiched

I. GRANT. Subject to the availability of funds in the State Beach, Park, Recreational and Historical Facilities Fund, the STATE hereby grants to APPLICANT a sum of money not to exceed EIGHT-NINE THOUSAND EIGHTY-FIVE AND NO/100 DOLLARS ($89,085.00)

in consideration and on condition that the said sum be expended in carrying out the public recreational purposes as set forth in the application on file with STATE and hereinafter referred to as "PROJECT". STATE will not furnish any funds in excess of said amount and APPLICANT agrees to assume any obligation to furnish any additional funds that may be necessary to complete the PROJECT. Any modifications or alterations in the PROJECT as set forth in the application on file with the STATE must be submitted to the STATE for approval prior to the disbursement of funds.

The property to be acquired shall consist of fifty (50) acres or more of real property or if the property to be acquired is to be an addition to an existing park, in that event the amount of acreage to be acquired shall be sufficient to provide a total park area of fifty (50) acres or more. The PROJECT shall be devoted to multiple recreation purposes as opposed to restrictive, single interest usage. The property so acquired shall be used by the APPLICANT only for the purpose for which the STATE funds were requested and no other use of the area shall be permitted except by specific act of the Legislature.

Micro Fiched

II. PAYMENT OF GRANT. STATE agrees to pay APPLICANT the amount set forth in Paragraph I, and subject to the availability of funds as specified in Paragraph I, provided, however, that if APPLICANT has substantially changed the amount of the proposed acquisition then STATE agrees to pay the amount set forth in Paragraph I only after approval by STATE of the revised acquisition plans. Payments for acquisition shall be made in the following manner:

(1) If the property acquisition is accomplished by negotiated purchase, the STATE shall pay to APPLICANT upon close of escrow the actual cost of the approved purchase price together with approved costs of acquisition, but in no event to exceed the amount set forth in Paragraph I, upon presentation of proper billing by APPLICANT; or

at APPLICANT'S request, STATE agrees to deposit into the escrow established by APPLICANT for such purchase the actual purchase price plus approved costs of acquisition, but in no event to exceed the amount set forth in Paragraph I, within thirty (30) days of the time STATE has received written notification by APPLICANT that APPLICANT has entered into an agreement to purchase real property with the seller of the property. STATE shall forward instructions to the escrow holder as to the disbursement of the funds so deposited.

(2) If the property acquisition is to be accomplished through condemnation proceedings, STATE shall pay to APPLICANT the amount of the total award as provided for in a Final Order in Condemnation together with approved costs of acquisition, said total award and costs together not to exceed the amount set forth in Paragraph I above, upon proper billing by APPLICANT; or at APPLICANT'S request STATE agrees to transfer to APPLICANT the amount necessary for the acquisition of said property, plus approved costs of acquisition, not to exceed the amount set forth in Paragraph I, forthwith, upon written notification by APPLICANT that the court trial or jury trial in the condemnation action has actually commenced or that APPLICANT and condemnee have entered into a stipulated judgment. In the event APPLICANT abandons such condemnation action, APPLICANT agrees that all funds transferred to APPLICANT by STATE shall immediately be retransferred to STATE.

Micro Fiched

(3) APPLICANT agrees to furnish STATE preliminary title reports respecting said real property or such other evidence of title which is determined to be sufficient by STATE. APPLICANT agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of STATE might interfere with the operation of the PROJECT. In condemnation actions such title defects must be eliminated by the final judgment.

(4) Prior to the consummation of a negotiated purchase, APPLICANT shall submit to STATE for approval an appraisal of the real property by a qualified independent appraiser.

(5) Interest earnings, if any, from all funds received by the APPLICANT shall be returned to the STATE as provided for in Section VI.

(6) If the property acquisition has occurred prior to approval of this contract, STATE will disburse the approved amount of grant to APPLICANT upon receipt of sufficient evidence of title and a report of final project expenditures as provided for in Paragraph VII(2).

Upon approval by STATE of APPLICANT'S plans and specifications for development or any phase or unit thereof, STATE agrees to disburse the whole or any remaining portion of the grant upon receipt and approval by STATE of a statement of incurred or estimated costs from APPLICANT. The STATE shall disburse that amount of incurred or estimated costs shown on such statement which have been approved by the STATE. The statements to be submitted by APPLICANT shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the PROJECT and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by STATE. Interest earnings, if any, from all funds received by the APPLICANT shall be returned to the STATE as provided for in Section VI.

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III. MANAGEMENT OF FUNDS, INSPECTION OF BOOKS, RECORDS AND REPORTS. Except as provided in Paragraph II above, APPLICANT shall deposit all funds received from STATE in a separate account in APPLICANT'S treasury, which account shall reflect only the receipt of said funds from STATE, interest accruing thereto, and expenditures pursuant to the acquisition and development of the PROJECT. All funds disbursed to APPLICANT shall remain property of STATE until expended for PROJECT purposes. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this contract or matters related thereto. APPLICANT shall maintain and make

available for inspection by STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract.

IV. INSPECTION OF PROJECT BY STATE. STATE shall have the right to inspect the work being performed and the facilities being constructed by APPLICANT in the development of the portion of the PROJECT which is being constructed with STATE funds prior to completion thereof, and STATE shall further inspect such facilities upon completion to ensure compliance with the terms of this agreement.

V. TIME FOR PERFORMANCE BY APPLICANT. APPLICANT shall complete the proposed development as set forth in the PROJECT covered by this agreement for which STATE funds were applied on or before June 30, 1973. In the event APPLICANT fails to comply with the terms and conditions of this agreement, STATE may withhold funds until compliance by APPLICANT to the satisfaction of STATE.

It is understood between the parties hereto that the balance of any funds not disbursed by STATE to APPLICANT for this PROJECT prior to June 30, 19 73, shall revert to and become part of the fund from which the appropriation is made in accordance with the provisions of Government Code Section 16304.1.

If PROJECT is not completed and developed in accordance with and within the time schedule set forth in application, APPLICANT will return all grant funds to STATE upon demand by STATE. Modifications of the development plan and schedule must be approved by STATE prior to any deviation from the STATE approved plan and schedule.

Micro Filmed

VI. UNEXPENDED FUNDS AND INTEREST EARNINGS. Within sixty (60) days after completion of that portion of the PROJECT to be completed with STATE funds, the APPLICANT shall return to the STATE, in care of the Resources Agency, Department of Parks and Recreation, 1416 Ninth Street, Sacramento, California:

(1) All unexpended funds, if any, from the grant made herein.

(2) All interest earnings from all funds, if any, from the grant made herein.

VII. REPORTS. The APPLICANT shall prepare and submit to the STATE, in duplicate, the following reports:

(1) A report showing annual account of PROJECT expenditures, including STATE and all other funds expended on forms provided by the STATE, submitted within sixty (60) days after the close of each fiscal year.

(2) A report showing total final PROJECT expenditures including STATE and all other funds expended on forms provided by the STATE, submitted within sixty (60) days after completion of PROJECT.

VIII. MAINTENANCE OF PROJECT. APPLICANT shall be responsible for the operation and maintenance of said PROJECT, at its own cost and expense.

IX. HOLD HARMLESS. APPLICANT hereby waives all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement, except claims arising from the sole negligence of STATE, its officers, agents and employees.

APPLICANT shall indemnify, hold harmless, and defend STATE, its officers, agents and employees against any and all claims, demands, damages, losses, costs, expenses or liability costs, arising out of the acquisition, development, construction, operation, or maintenance of the property described in the PROJECT except for liability arising out of the sole negligence of STATE, its officers, agents, or employees, which claims, demands, or causes of action arising under Government Code Section 895.2 or otherwise.

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In the event STATE is named as co-defendant under the provisions of Government Code Sections 895 et seq., the APPLICANT shall notify STATE of such fact and shall represent STATE in such legal action unless STATE undertakes to represent itself as co-defendant in such legal action in which event STATE shall bear its own litigation costs, expenses and attorney's fees.

In the event of judgment entered against STATE and APPLICANT because of the concurrent negligence of STATE and APPLICANT their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

XI. NON-DISCRIMINATION CLAUSE. All facilities constructed, operated, and maintained by APPLICANT pursuant to the development of the PROJECT described

"EXHIBIT A"

LEGAL DESCRIPTION

PROPOSED CANYON REGIONAL PARK

YOLO COUNTY, CALIFORNIA

A parcel of land being a portion of Sections 4, 5, 8 and 9, T12N, R1W, M.D.B.&M., Yolo County, California, more fully described as follows:

BEGINNING at the Northwest corner of said Section 5; Thence easterly along the North line of said Section 5 to a point in the North line of Lot 1 of said Section 5, said point being the Westerly right of way line of State Highway No. 16; thence Southeasterly along said Westerly right of way line to the South line of said Lot 1; thence Easterly along said South line to the Southeast corner of said Lot 1, said corner also being in the East line of said Section 5; thence Southerly along said East line to the Westerly right of way line of State Highway No. 16; thence Southeasterly along said right of way line to the East line of said Section 4; thence Southerly along said East line to the Southeast corner of said Section 4; thence Westerly along the South line of said Section 4 to the Centerline of Cache Creek; thence up and along said Centerline to said South line of Section 4; thence Westerly along said South line to the Northeast corner of said Section 8; thence Southerly along the East line of said Section 8 to the Southeast corner of the North ½ of the Northeast 1/4 of said Section 8; thence Westerly along the South line of said North ½ to the Southwest corner thereof; thence Northerly along the West line of said North ½ to the South 1/4 corner of said Section 5; thence Westerly along the South line of said Section 5 to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 5; thence Northerly along the West line of said Southeast 1/4 to the Northwest corner thereof; thence Easterly along the North line of said Southeast 1/4 to the Northeast corner thereof; thence Northerly along the West line of the East 1/2 of said Section 5 to the center of said Section 5; thence Westerly along the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 5 to the Southwest corner of said Southeast 1/4; thence Northerly along the West line of said Southeast 1/4 to the Southeast corner of Lot 4 of said Section 5; thence Westerly along the South line of said Lot 4 to the west line of said Section 5; thence Northerly along said West line to the point of beginning.

Containing 672 acres, more or less.

Micro Filmed

in this agreement shall be open to all persons on equal and reasonable terms. APPLICANT agrees that in all contract documents between APPLICANT and any and all contractors that such documents will contain a clause to the effect that there shall be no discrimination against any employee who is employed in the work covered by such contract documents or against any applicant for such employment because of race, religion, color, or national origin and that such provisions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

XII. AMENDMENTS. This agreement may be modified or amended only by an instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF YOLO
A political subdivision

By W E Duncan
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

[illegible] HENIGAN, Clerk

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA
THE RESOURCES AGENCY

By Ed W Ford
Assistant Secretary
for Resources

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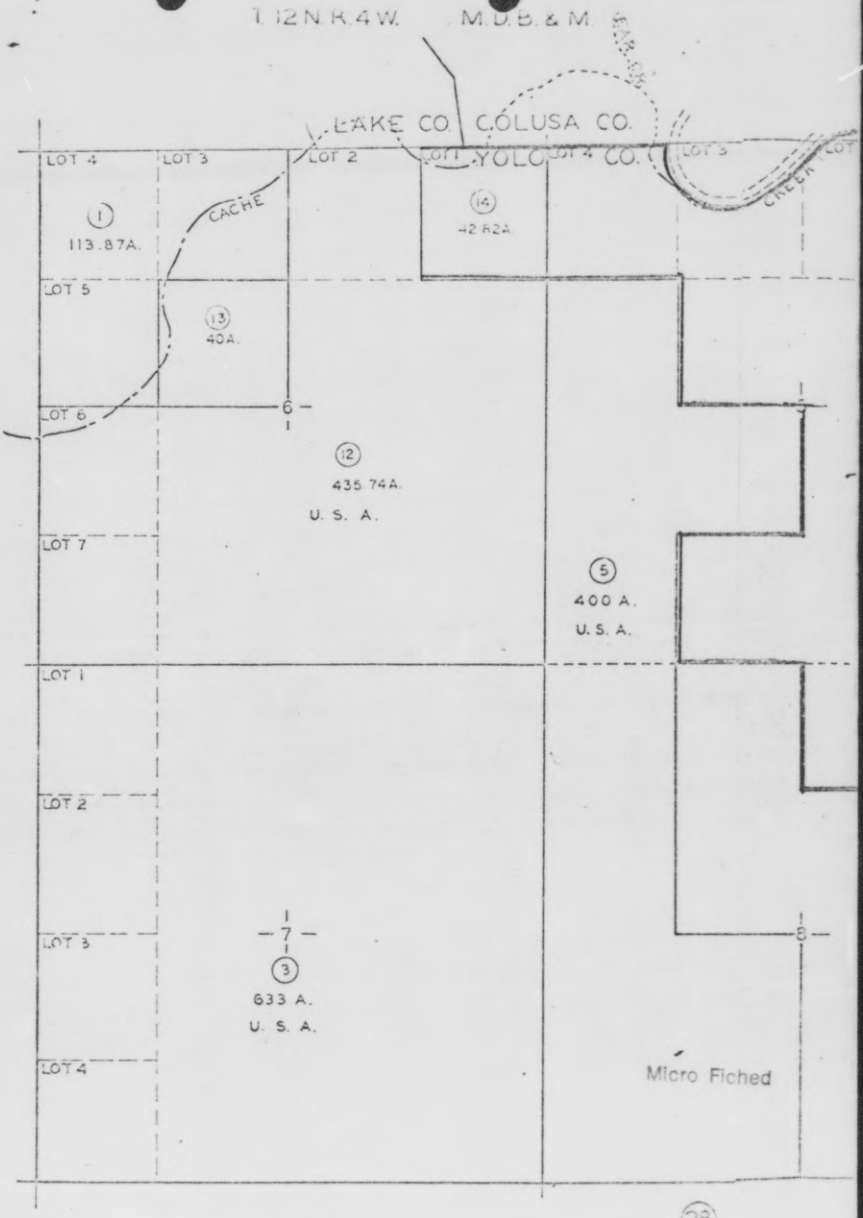
STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By Robert W Miller
DEPUTY DIRECTOR

Approved as to Form
Dated 8-13-79
John R Thelan
County Counsel of Yolo County



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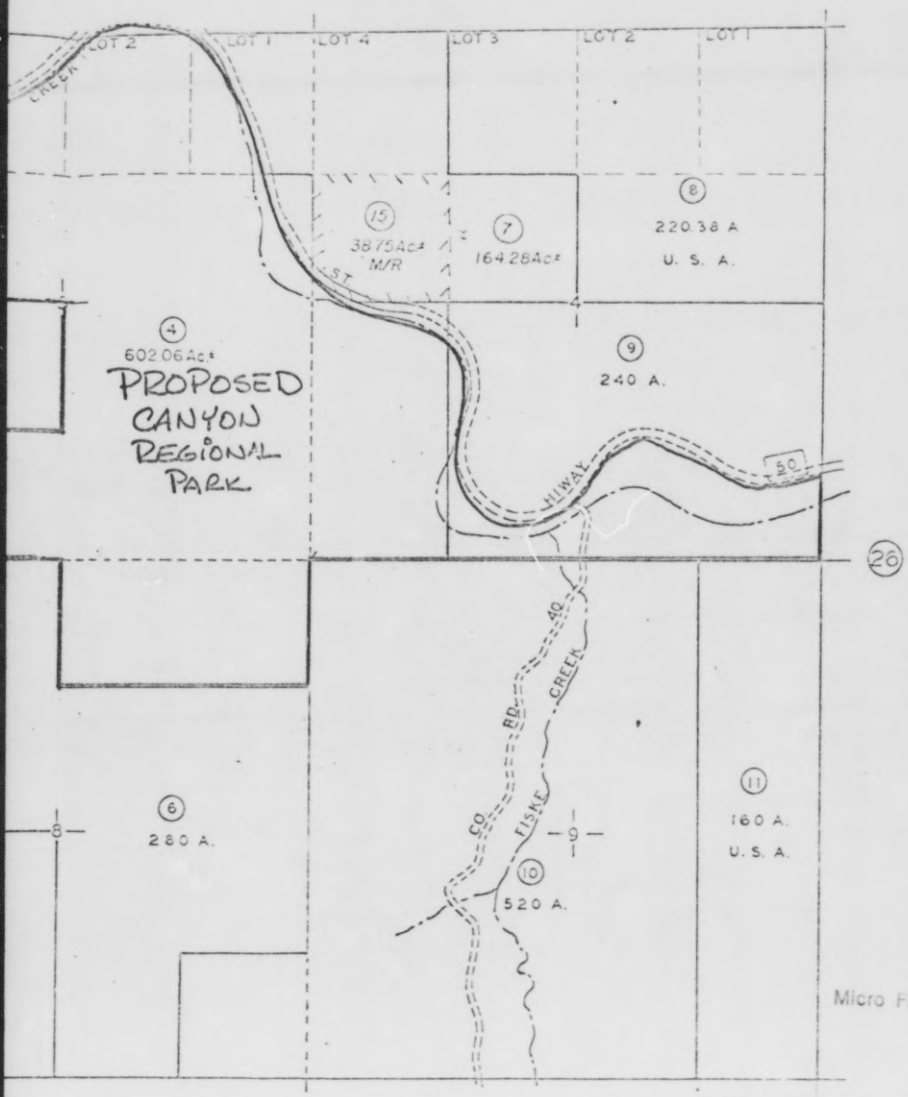
JUNE 1950

18-27



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NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

ASSESSOR'S MAP
BOOK 18 PAGE 27
COUNTY OF YOLO, CALIF

YOLO COUNTY
AGREEMENT NO. 70-378

STATE OF CALIFORNIA

THE RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION

FILED
OCT 19 1970
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

PROJECT: ELKHORN REGIONAL PARK

PROJECT NO.: 857-102
Acquisition

AGREEMENT FOR GRANT OF MONEY PURSUANT TO THE CAMERON-UNRUH BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1964, CHAPTER 1690, STATUTES OF 1963.

THIS AGREEMENT FOR GRANT MONEY, made and entered into this 30 th day of September, 1970, by and between the State of California, acting by and through the Resources Agency and the Department of Parks and Recreation of the State of California, hereinafter called the "STATE"; and the County of Yolo, a political subdivision, hereinafter called the "APPLICANT".

W I T N E S S E T H:

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WHEREAS, the Legislature has enacted the Cameron-Unruh Beach, Park, Recreational and Historical Facilities Bond Act of 1964 (Public Resources Code Sections 5096.1 through 5096.28), which authorizes the STATE to make grants to counties, cities, cities and counties, and regional public agencies organized pursuant to Division 5 of said code, for acquisition of real property for park, beach, and recreational purposes; and

WHEREAS, STATE acting by and through the Secretary for Resources has determined that APPLICANT is qualified to receive a grant under said Bond Act; and

WHEREAS, the Legislature has approved APPLICANT'S project in the Budget Act of 1970, Item 349.1(331);

NOW, THEREFORE, it is mutually agreed between the aforesaid parties as follows:

I. GRANT. Subject to the availability of funds in the State Beach, Park, Recreational, and Historical Facilities Fund, the STATE hereby grants to the APPLICANT a sum of money not to exceed ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED SIXTY FIVE AND NO/100 DOLLARS ($116,565.00)

in consideration and on condition that the said sum be expended in the acquisition of property as described in the attached Exhibit A to be developed for public recreational purposes as set forth in the application on file with STATE and hereinafter referred to as "PROJECT". STATE will not furnish any funds in excess of the approved amount and APPLICANT will assume all obligation for any additional amounts that may be necessary to complete the PROJECT. Any modifications or alterations in the PROJECT as set forth in the application on file with the STATE must be submitted to the STATE for approval prior to the disbursement of funds.

The property to be acquired shall consist of fifty (50) acres or more of real property or if the property to be acquired is to be an addition to an existing park, in that event the amount of acreage to be acquired shall be sufficient to provide a total park area of fifty (50) acres or more. The PROJECT shall be devoted to multiple recreation purposes as opposed to restrictive, single interest usage. The property so acquired shall be used by the APPLICANT only for the purpose for which the STATE funds were requested and no other use of the area shall be permitted except by specific act of the Legislature.

Micro Fiched

II. MAINTENANCE. APPLICANT shall be responsible for the operation and maintenance of said PROJECT at its own cost and expense.

III. REPORTS. The APPLICANT shall prepare and submit to the STATE, in duplicate, the following reports:

(1) A report showing annual account of PROJECT expenditures, including STATE and all other funds expended on forms provided by the STATE, submitted within sixty (60) days after the close of each fiscal year.

(2) A report showing total final PROJECT expenditures including STATE and all other funds expended on forms provided by the STATE, submitted within sixty (60) days after completion of PROJECT.

IV. UNEXPENDED FUNDS AND INTEREST EARNINGS. Within sixty (60) days after completion of that portion of the PROJECT to be completed with STATE funds, the APPLICANT shall return to the STATE, in care of the Resources Agency, Department of Parks and Recreation, 1416 Ninth Street, Sacramento, California:

(1) All unexpended funds, if any, from the grant made herein.

(2) All interest earnings from all funds, if any, from the grant made herein.

V. MANAGEMENT OF FUNDS, INSPECTION OF BOOKS, RECORDS AND REPORTS. Except as hereinafter set forth in Paragraph VIII APPLICANT shall deposit all funds received from STATE in a separate account in APPLICANT'S treasury, which account shall reflect only the receipt of said funds from STATE, interest accruing therein, and expenditures pursuant to the acquisition of the PROJECT. All funds disbursed to APPLICANT shall remain property of STATE until expended for PROJECT purposes. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this contract or matters related thereto. APPLICANT shall maintain and make available for inspection by STATE accurate records of all of its costs, disbursements, and receipts with respect to its activities under this contract.

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VI. HOLD HARMLESS. APPLICANT hereby waives all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement, except claims arising from the sole negligence of STATE, its officers, agents, and employees.

APPLICANT shall indemnify, hold harmless and defend STATE, its officers, agents, and employees against any and all claims, demands, damages, losses, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described in the PROJECT except for liability arising out of the sole negligence of STATE, its officers, agents, or employees, which claims, demands or causes of action arising under Government Code Section 895.2 or otherwise.

In the event STATE is named as co-defendant under the provisions of Government Code Section 895 et seq., the APPLICANT shall notify STATE of such fact and shall represent STATE in such legal action unless STATE undertakes to represent itself as co-defendant in such legal action in which event STATE shall bear its own litigation costs, expenses and attorney's fees.

In the event of judgment entered against STATE and APPLICANT because of the concurrent negligence of STATE and APPLICANT their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

VII. INDEPENDENT PERFORMANCE. The APPLICANT, its officers, agents or employees acting in the performance of this agreement are not officers, agents or employees of the STATE nor are they performing any functions or services for or on behalf of STATE.

VIII. PAYMENT OF GRANT. STATE agrees to pay APPLICANT the amount set forth in Paragraph I, and subject to the availability of funds as specified in Paragraph I, provided, however, that if APPLICANT has substantially changed the amount of the proposed acquisition then STATE agrees to pay the amount set forth in Paragraph I only after approval by STATE of the revised acquisition plans. Payments shall be made in the following manner:

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(1) If the property acquisition is accomplished by negotiated purchase, the STATE shall pay to APPLICANT upon close of escrow the actual cost of the approved purchase price together with approved costs of acquisition, but in no event to exceed the amount set forth in Paragraph I, upon presentation of proper billing by APPLICANT: or at APPLICANT'S request, STATE agrees to deposit into the escrow established by APPLICANT for such purchase the actual purchase price plus approved costs of acquisition, but in no event to exceed the amount set forth in Paragraph I, within thirty (30) days of the time STATE has received written notification by APPLICANT that APPLICANT has entered into an agreement to purchase real property with the seller of the property. STATE shall forward instructions to the escrow holder as to the disbursement of the funds so deposited.

(2) If the property acquisition is to be accomplished through condemnation proceedings, STATE shall pay to APPLICANT the amount of the total award as provided for in a Final Order in Condemnation together with approved costs of acquisition, said total award and costs together not to exceed the amount set forth in Paragraph I above, upon proper billing by APPLICANT; or at APPLICANT'S request STATE agrees to transfer to APPLICANT the amount necessary for the acquisition of said property, plus approved costs of acquisition, not to exceed the amount set forth in Paragraph I, forthwith, upon written notification by APPLICANT that the court trial or jury trial in the condemnation action has actually commenced or that APPLICANT and condemnee have entered into a stipulated judgment. In the event APPLICANT abandons such condemnation action, APPLICANT agrees that all funds transferred to APPLICANT by STATE shall immediately be retransferred to STATE.

(3) APPLICANT agrees to furnish STATE preliminary title reports respecting said real property or such other evidence of title which is determined to be sufficient by STATE. APPLICANT agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of STATE might interfere with the operation of the PROJECT. In condemnation actions such title defects must be eliminated by the final judgment.

Micro Fiched

(4) Prior to the consummation of a negotiated purchase, APPLICANT shall submit to STATE for approval an appraisal of the real property by a qualified independent appraiser.

(5) Interest earnings, if any, from all funds received by the APPLICANT shall be returned to the STATE as provided for in Section IV.

(6) If the property acquisition has occurred prior to approval of this contract, STATE will disburse the approved amount of grant to APPLICANT upon receipt of sufficient evidence of title and a report of final PROJECT expenditures as provided for in Paragraph III(2).

IX. TIME FOR PERFORMANCE BY APPLICANT. APPLICANT shall complete the proposed acquisition as set forth in the PROJECT covered by this agreement for which STATE funds were applied on or before June 30, 1973 . In the event that APPLICANT fails to comply with the terms and conditions of this agreement, STATE may withhold funds until compliance by APPLICANT to the satisfaction of the STATE.

It is understood between the parties hereto that the balance of any funds not disbursed by STATE to APPLICANT for this PROJECT prior to June 30, 1973, shall revert to and become part of the funds from which the appropriation is made in accordance with the provisions of Government Code Section 16304.1.

If PROJECT is not completed and developed in accordance with and within the time schedule set forth in application, APPLICANT will return all grant funds to STATE upon demand by STATE. Modifications of the development plan and schedule must be approved by STATE prior to any deviation from the STATE approved plan and schedule.

X. NON-DISCRIMINATION CLAUSE. All facilities constructed, operated and maintained by APPLICANT pursuant to the acquisition, development or acquisition and development of the PROJECT described in this agreement shall be open to all persons on equal and reasonable terms. APPLICANT agrees that in all contract documents between APPLICANT and any and all contractors that such documents will contain a clause to the effect that there shall be no discrimination against any employee who is employed in the work covered by such contract documents or against any applicant for such employment because of race, religion, color or national origin and that such provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Micro Fiched

XI. AMENDMENTS. This agreement may be modified or amended only by an instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF YOLO
A political subdivision

By W E Rhoads
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
ATTEST:

By [illegible] HENIGAN, Clerk

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA
THE RESOURCES AGENCY

By Harold C. Ford
Assistant Secretary
for Resources
STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By Walter W. Mayo

Approved as to Form
Date 5-12-70
John R. Poulsen
County Counsel of Yolo County

Micro Fiched

Contract #29-24-028

Appropriation Ch. 303/70, Item 349.1 (jj) FY 1970/71

Function or Fund State Beach, Park, Recreational & Historical Facilities

Line Item Allotment 29-71 240570 528.57

Amount of Estimate $116,565.00

Unencumbered Remainder

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. _____ or B.R. No. _____.)

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Accounting Officer

"EXHIBIT A"

A 50-acre parcel of land being a portion of Swamp Land Surveys No. 918 and 494, Yolo County, California, more fully described as follows:

BEGINNING at the intersection of the centerline of the Sacramento Northern Railroad tracks and the Westerly line of that certain 259.52 acre tract depicted on that Record of Survey of the property of the Capital Company filed in Book 5 of Maps and Surveys at Page 48 in the Office of the Recorder of the County of Yolo; thence Southerly along said Westerly line South 10°12'00" West 780.41 feet; thence North 79°48'00" West 1389.79 feet; thence North 15°11'28" East 1420.88 feet; thence North 55°11'45" East 316.00 feet to the centerline of said Railroad tracks; thence continuing along the same line, North 55°11'45" East 780 feet, more or less, to the West bank of the Sacramento River; thence down and along said West bank, South 35°06'19" East 691.04 feet to a point in the Northerly prolongation of said Westerly line of said 259.52 acre tract; thence Southerly along said prolongation and said Westerly line South 10°12'00" West 996.10 feet to the point of beginning.

EXCEPTING THEREFROM a strip of land, 80 feet in width, 40 feet lying on either side of said railroad tracks, conveyed to Sacramento and Woodland Railroad Company by deed dated February 12, 1912, recorded in Book 81 of Deeds, at Page 123.

ALSO EXCEPTING THEREFROM that portion thereof conveyed to the State of California by deed dated May 29, 1952, recorded July 24, 1952, in Book 370 of Official Records at Page 101.

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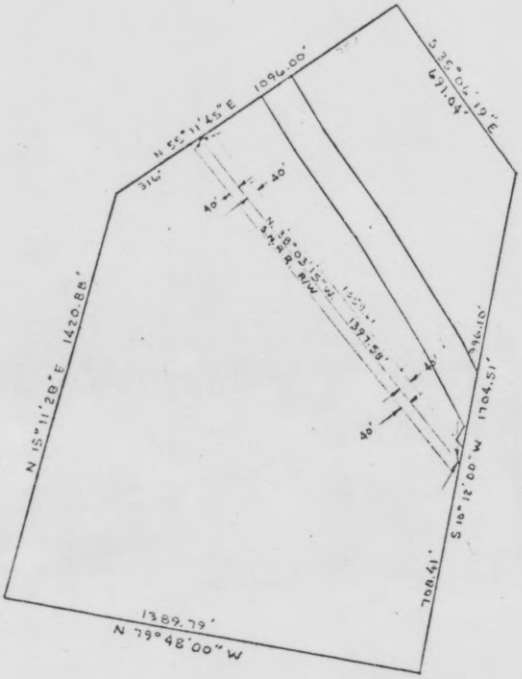

Scale 1"=400'

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ELKHORN REGIONAL
PROPOSED PARK SITE

Sept. 1969

Agreement No. 70-379

_____, California

_____, 1970

Netherlands Ranch, a corporation
Grantors

FILED
AUG 12 1970
LAWRENCE P. HENIGAN, Clerk
By Barbara A. Rodriguez
Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 70-24 in the form of a Grant Deed, covering the following described property:

A 35.00 foot wide strip of land being a portion of Lots 24 and 25 of Holland Land Company Subdivision No. 6, the plat of said Subdivision being filed in Book 3 of Maps at Page 44 in the Office of the Recorder of the County of Yolo, California, said strip being more fully described as follows:

COMMENCING at the intersection of the centerlines of Clarksburg Road and Tule Road, as said intersection appears on said Subdivision plat; thence South 25.00 feet along the centerline of Tule Road; thence South 89°59'00" East 25.00 feet to the intersection of the East right-of-way line of Tule Road with the South right-of-way line of Clarksburg Road, THE TRUE POINT OF BEGINNING; THENCE South 89°59'00" East 1,299.29 feet along the South right-of-way line of Clarksburg Road to the West right-of-way line of Holland Road; thence South 35.00 feet along said West right-of-way line; thence North 89°59'00" West 1,299.29 feet along a line parallel with and 35.00 feet South of the South right-of-way line of Clarksburg Road to the East right-of-way line of Tule Road; thence North 35.00 feet along said East right-of-way line to the true point of beginning.

Containing 1.044 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

Micro Fiched

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $1,148.40 for the property as conveyed by Grant Deed No. 70-24 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 61654 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

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C. In the event construction of this project commences prior to grantors removal of crops within the limits of the property described herein, the County will pay $190.00 in addition to that amount shown in paragraph II A as damages to crops planted and not harvested by grantors.

Said payment will be made to grantors within 30 days of removal of said crops by County or its Contractor.

D. During construction of this project (known as Clarksburg Road Work Order No. 4093) and prior to completion, the County will construct driveway aprons with necessary roadside culverts (15" Min. I.D.) at the following locations:

Engineers Station	Type	Top Width
80+65 Right	Gravel	16'

It is mutually understood and agreed that upon completion of the driveways and culverts above mentioned, they shall be considered as encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
Dated 8-13-70
County Counsel of Yolo County

Micro Fiched

Dated: 7-21-70

Methodist Church
by [illegible] (Secty)
Grantor

Recommended for Approval
BY [illegible]

COUNTY OF YOLO
(SEAL)
[illegible]
Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

AGREEMENT NO. 70-380

(School Crossing Guard Agreement)

This AGREEMENT, made and entered into on July 1, 1970, by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State of California, hereinafter called "State" and the COUNTY OF YOLO, hereinafter called "County".

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of the County of Yolo, is desirous of providing adequate protection for school pupils who are required to cross heavily traveled streets, highways, and roadways in said County; and

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

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NOW THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto as Exhibit A and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the school year ending not later than June 30, 1971. Salaries and wages shall be at rates usual for such services, as the State may determine.

2. As consideration for the satisfactory performance of the foregoing services, County agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to

sixteen and one-half percent (16 1/2%) of such reimbursable salaries and wages for general administrative expenses.

3. Not later than 30 days after the close of each month State shall bill County for all sums due for that month, and County shall promptly pay the same.

4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1970, to June 30, 1971, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days written notice prior to date of termination.

6. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

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Department of Calif. Highway Patrol
Adm. Services Division
Post Office Box 898
Sacramento, Californis 95804

County of Yolo
Board of Supervisors
Courthouse
Woodland, Ca. 95695

7. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of their agreement.

8. The attached Form 3, Fair Employment Practices Addendum, is incorporated in and made a part of this agreement by reference.

9. This agreement shall supercede all other agreements between the parties for crossing guard services.

DEPT. OF CALIFORNIA HIGHWAY PATROL

BY_____
Fiscal Officer

COUNTY OF YOLO

BY_____
Chairman, Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN, Clerk
by_____
Deputy

_____
Date

Micro Fiched

EXHIBIT "A"

I. State shall provide the services of three (3) crossing guards at the following locations:

1. Westmore Oaks Elementary School - 16th and Park Boulevard (State Route 99).

2. Arlington Oaks School - Jefferson Boulevard and Devon Avenue - West Sacramento.

3. Grafton Elementary School - State Highway 113 at 6th Street in the Town of Knights Landing.

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FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

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YOLO COUNTY AGREEMENT NO. 70-381

CO-OPERATIVE AGREEMENT

"FOR IMPROVING COUNTY ROAD NO. 101
BETWEEN ROAD 20 AND ROAD 21"

FILED
SEP - 2 1970
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

THIS AGREEMENT made and entered into this 10th day of August, 1970, by and between the County of Yolo, hereinafter called "Yolo" and the City of Woodland, hereinafter called "City."

WHEREAS, a portion of County Road 101 between Road 20 and Road 21 is within the City Limits and the remaining portion is within the unincorporated area of Yolo as indicated on the attached sketch, and

WHEREAS, County Road 101 is a major street in both Yolo's and City's General Plans, and

WHEREAS, Yolo and City desire to reconstruct said County Road 101 between the above limits, and

WHEREAS, Yolo has determined that said reconstruction is of general County interest and that County aid shall be extended therefore.

NOW, THEREFORE, in consideration of the premises and mutual benefits to be derived from such reconstruction, the parties agree as follows:

ARTICLE I

City agrees as follows:

1. To prepare plans, specifications, cost estimates and do all necessary things to award a contract for the reconstruction of County Road 101 between Road 20 and Road 21. Said work shall consist generally of roadway excavation, aggregate base and asphalt paving, and all other appurtenances in accordance with plans prepared by the office of the City Engineer and approved by the Yolo County Public Works Director.

2. That City will administer the contract and inspect the work to assure compliance with plans and specifications.

3. That subsequent to completion and acceptance City will assume full responsibility for maintenance and operation of all facilities installed within the limits of ~~this contract~~ city's incorporated area pursuant to this contract.

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ARTICLE II

Yolo agrees as follows:

1. To reimburse the City from the Yolo County Road Fund, on a pro rata basis calculated on area within the unincorporated County as indicated by the attached sketch. Said reimbursement shall be calculated using bid prices and "in place" quantities, including a reasonable charge for engineering and inspection costs by City, and approved by the County Director of Public Works.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and year first above written.

CITY OF WOODLAND

Mayor

City Clerk

COUNTY OF YOLO

Chairman of the Board of Supervisors,
County of Yolo, State of California

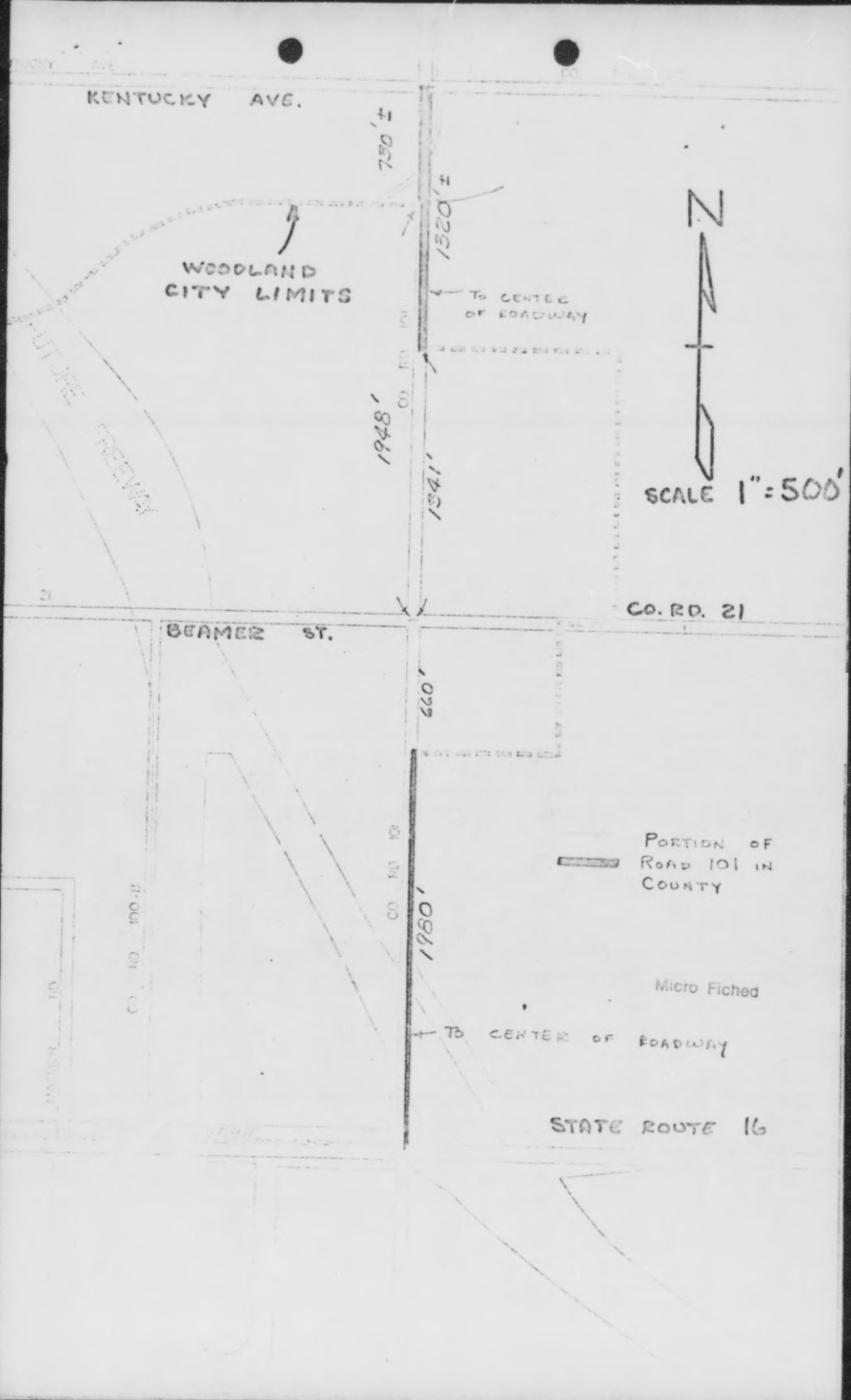
(SEAL)

APPROVED AS TO FORM

County Counsel 8-12-70

City Attorney

Micro Fiched


KENTUCKY AVE.
750'±
1320'±
WOODLAND
CITY LIMITS
TO CENTER
OF ROADWAY
FUTURE FREEWAY
1948'
1341'
N
SCALE 1" = 500'
CO. RD. 21
BEAMER ST.
660'
PORTION OF
ROAD 101 IN
COUNTY
1980'
Micro Fiched
TO CENTER OF ROADWAY
STATE ROUTE 16

AUG 17 1970

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

AGREEMENT NO. 70-382

(Agreement Amending Ambulance Service Agreement)

THIS AGREEMENT made and entered into this 1st day of July, 1970, by and between the COUNTY OF YOLO, a political subdivision, FRED ASHBAUGH, FRED WIDENER, DENNIS DUGGER, and JACK TARRANT, doing business as SENTINEL AMBULANCE SERVICE, and DONALD N. TRIMBLE, doing business as A-1 YOLO AMBULANCE SERVICE,

W I T N E S S E T H:

RECITALS:

1. The County of Yolo entered into Agreement No. 67-23 dated May 1st, 1967, with DAVIS AMBULANCE SERVICE, SACRAMENTO AMBULANCE SERVICE, and SUPERIOR AMBULANCE SERVICE providing for the provision of speedy and competent ambulance service for Yolo County indigent patients, and for the assurance of payment for the services to the mentioned ambulance services.
2. The County of Yolo entered into Agreement No. 68-25 dated June 3rd, 1968 which substituted FRED ASHBAUGH, FRED WIDENER, DENNIS DUGGER and JACK TARRANT, doing business as SENTINEL AMBULANCE SERVICE as parties to said Agreement No. 67-23 in place of SUPERIOR AMBULANCE SERVICE.
3. The County of Yolo entered into Agreement No. 68-78 dated September 16, 1968 with the then existing parties to Agreement No. 67-23 as amended, which provided for certain amendments to said Agreement No. 67-23.
4. It is desired to substitute DONALD N. TRIMBLE doing business as A-1 YOLO AMBULANCE SERVICE as a party to said Agreement No. 67-23 as amended in place of FRED ASHBAUGH, FRED WIDENER, DENNIS DUGGER and JACK TARRANT.

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AGREEMENTS:

1. FRED ASHBAUGH, FRED WIDENER, DENNIS DUGGER and JACK TARRANT hereby consent to the substitution of DONALD N. TRIMBLE in their places as parties to said Agreement No. 67-23 as amended, as of June 28, 1970, and hereby release the County of Yolo from all claims under said agreement as of that date.
2. DONALD N. TRIMBLE hereby assumes, agrees to, and promises to perform all of the obligations of FRED ASHBAUGH, FRED WIDENER, DENNIS DUGGER and JACK TARRANT provided in said Agreement No. 67-23 as amended from and after June 28, 1970.
3. The County of Yolo hereby consents to the substitution of DONALD N. TRIMBLE in place of FRED ASHBAUGH, FRED WIDENER, DENNIS DUGGER and JACK TARRANT as parties to said Agreement No. 67-23 as amended.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

Donald N. Trimble
DONALD N. TRIMBLE, dba A-1 AMBULANCE SERVICE

Micro Fiched

FRED ASHBAUGH

Fred Widener
FRED WIDENER

Dennis Dugger
DENNIS DUGGER

Jack Tarrant
JACK TARRANT
doing business as SENTINEL AMBULANCE SERVICE

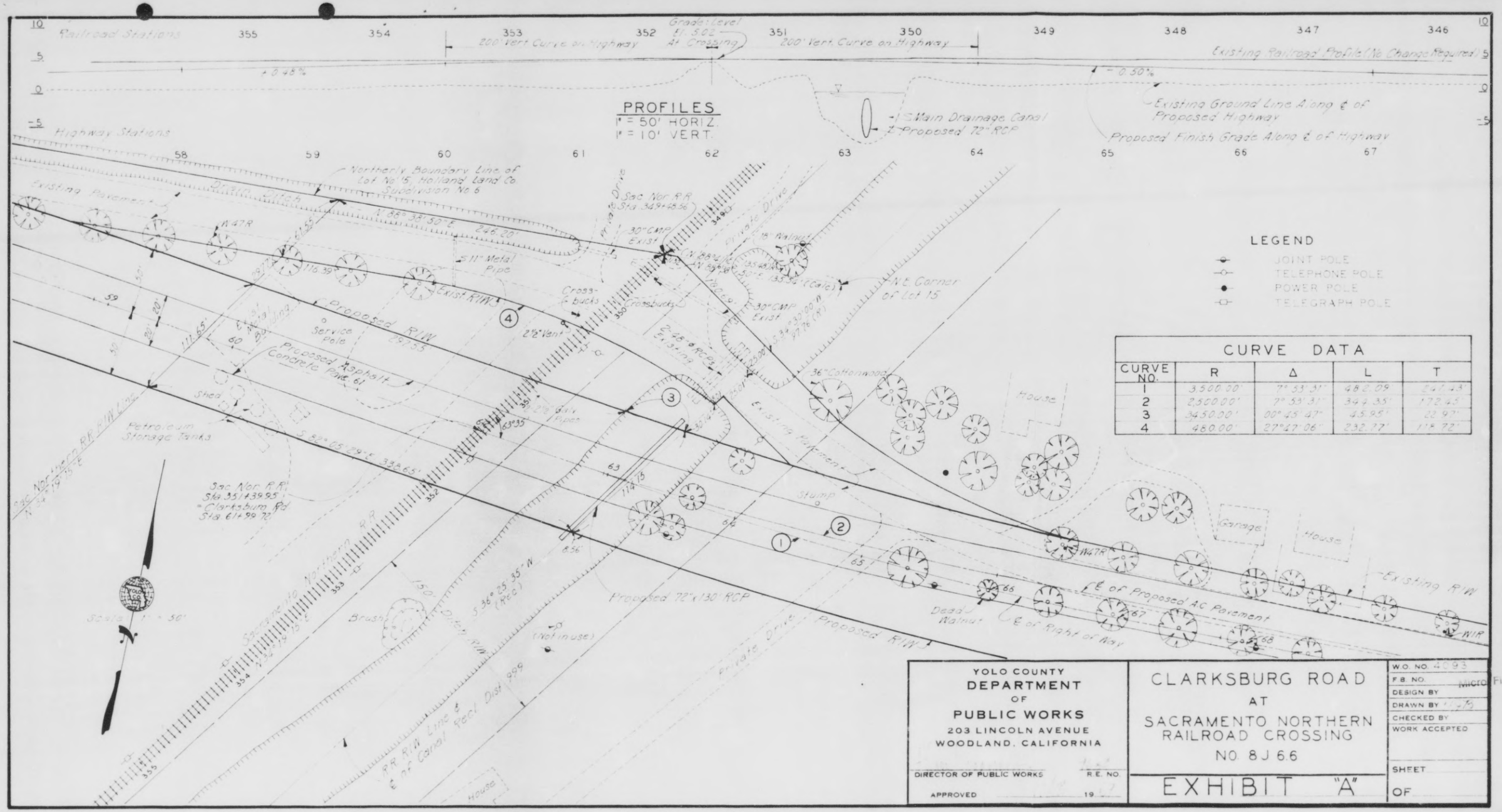
ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Ruth E. Green DEPUTY

(SEAL)

COUNTY OF YOLO, a political subdivision

BY W. E. Adamson
CHAIRMAN OF THE BOARD OF SUPERVISORS



YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
203 LINCOLN AVENUE
WOODLAND, CALIFORNIA

DIRECTOR OF PUBLIC WORKS — R.E. NO.

APPROVED _____ 19__

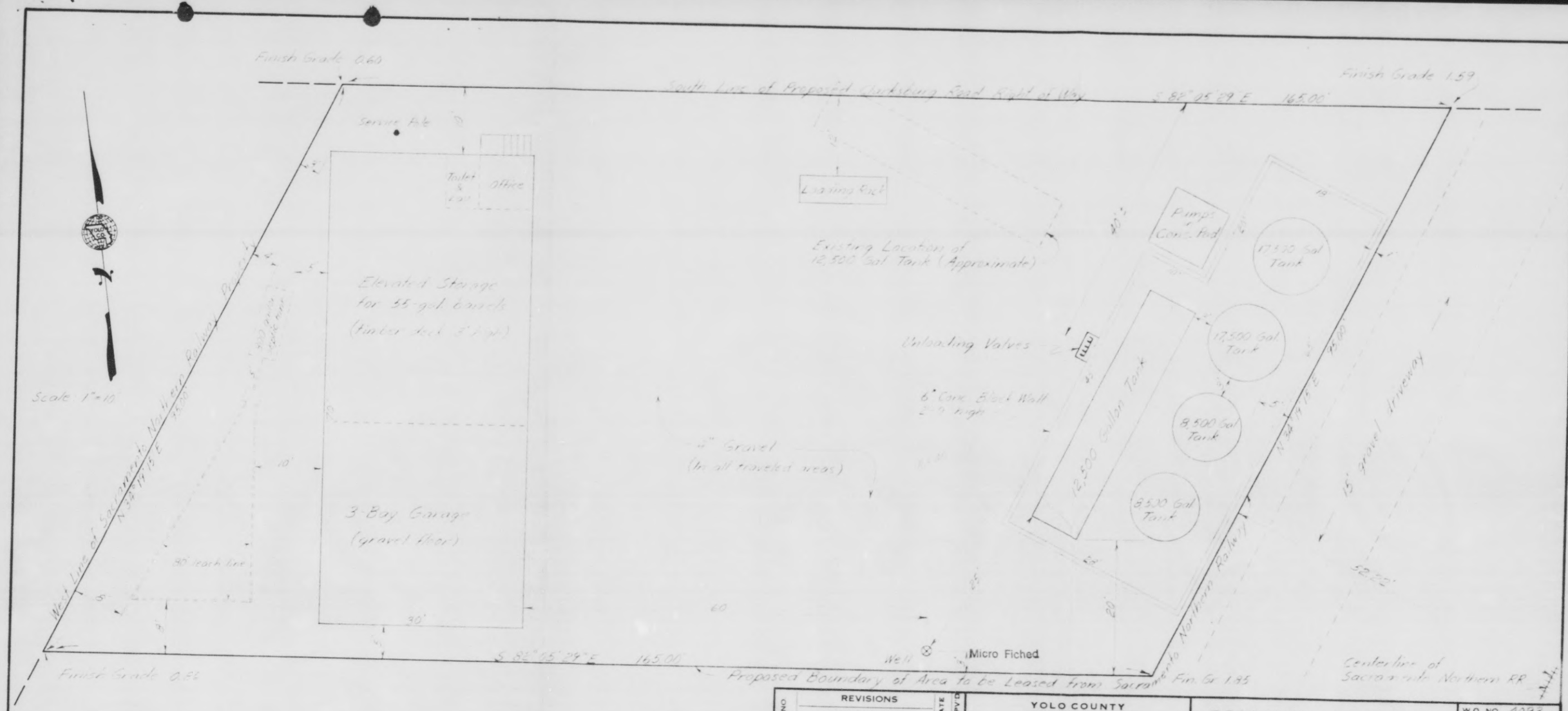
CLARKSBURG ROAD
AT
SACRAMENTO NORTHERN RAILROAD CROSSING
NO. 8J 6.6

EXHIBIT "A"

W.O. NO. 4093
F.B. NO.
DESIGN BY
DRAWN BY
CHECKED BY
WORK ACCEPTED

SHEET
OF

Micro Fiched



NO	REVISIONS DESCRIPTION	DATE	APP'D

YOLO COUNTY
DEPARTMENT
OF
PUBLIC WORKS
203 LINCOLN AVENUE
WOODLAND, CALIFORNIA

DIRECTOR OF PUBLIC WORKS — R.E. NO.

APPROVED _____ 19

PROPOSED PLOT PLAN FOR BULK PETROLEUM PLANT

MRS. J.A. RANKIN, OWNER

EXHIBIT B

W.O. NO.	4093
F.B. NO.	
DESIGN BY	J.R.
DRAWN BY	J.R.
CHECKED BY	
WORK ACCEPTED	
SHEET	1
OF	1

XEROX COPY

FILED
AUG 17 1970
LAURENCE P. HERMAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 70-383

THIS AGREEMENT, entered into this 24th day of July, 1970, by and between Mrs. J. A. Rankin, hereinafter called "Lessor", Atlantic Richfield Company, hereinafter called "Lessee", and the County of Yolo, hereinafter called "County".

WITNESSETH

WHEREAS, Lessor is the owner of certain improvements as shown on the map entitled Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Lessee leases above mentioned improvements.

WHEREAS, County has acquired or will acquire certain lands, upon which above mentioned improvements are located, for the widening of County Road No. 152, also known as Clarksburg Road, in the vicinity of Clarksburg, County of Yolo.

WHEREAS, Lessor and Lessee do hereby release and quitclaim to County the property as described in Exhibit "C" attached hereto and made a part hereof.

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NOW, THEREFORE, the undersigned hereby mutually agrees as follows:

1. County hereby agrees to relocate Lessors improvements Southerly of present location as shown on attached Exhibit "B".

2. Lessor and Lessee hereby consent to the relocation of Lessors improvements as shown on attached Exhibit "B".

3. County shall submit to Lessor and Lessee for approval, all plans and specifications of the proposed relocation by County of Lessor's improvements, which approval shall not be unreasonably withheld.

4. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County, shall be left in as good condition as found.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

Atlantic Richfield Company

By _____

ASSISTANT VICE PRESIDENT

By Julia Pope

ASST SECRETARY

Mrs. J. A. Rankin

COUNTY OF YOLO

By W. E. Duncan

Chairman of the Board of Supervisors
County of Yolo, State of California

Micro Fiched

EXHIBIT "C"

A strip of land 100 feet wide, being a portion of Lot 15 of Holland Land Company Subdivision No. 6, Yolo County, California, map of which subdivision is filed of record in the Office of the County Recorder of Yolo County in Map Book 3 at page 44; said strip of land being more particularly described as follows:

Beginning at the Northeast corner of said Lot 15; thence from said point of beginning South 88°38'50" West, 135.54 feet to Engineer's Station 349 + 48.56 on the centerline of the Sacramento Northern Railways Survey; thence South 34°19'15" West, 135.56 feet along the center line of the Sacramento Northern Railway Survey to Engineer's Station 350 + 84.12, the TRUE POINT OF BEGINNING; thence South 82°05'29" East, 74.24 feet to the beginning of a tangent curve to the left with a radius of 3,450 feet; thence along said curve a distance of 45.95 feet through a central angle of 00°45'47" to a point on the easterly line of Lot 15 which line is also the centerline of the "Main Drainage Canal" right-of-way, a strip of land 150 feet wide; thence South 36°25'35" West, 114.15 feet along said easterly line of Lot 15; thence North 82°05'29" West, 338.65 feet to a point on the northwesterly boundary of the Sacramento Northern Railway property, which is a line parallel to the centerline of the Sacramento Northern Railway Survey and distant 200.00 feet therefrom; thence North 34°19'15" East, 111.65 feet along said Northwesterly boundary line; thence South 82°05'29" East, 223.31 feet to the TRUE POINT OF BEGINNING, containing 0.783 acres, more or less.

Micro Fiched

FILED
AUG 24 1970
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 70 - 384

(Yolo County Communications Users Agreement)

THIS AGREEMENT made and entered into this 24th day of August, 1970, by and between the COUNTY OF YOLO, hereinafter called COUNTY and the DUNNIGAN FIRE PROTECTION DISTRICT, hereinafter called OWNER, each a governmental entity, organized and existing under and by virtue of the laws of the State of California; and

WHEREAS, COUNTY owns, operates and maintains a countywide radio communications system; and

WHEREAS, OWNER desires to utilize said countywide system to meet its radio communications requirements; and

WHEREAS, COUNTY is willing to permit such use of its countywide radio communications system.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY agrees to permit OWNER the use of its countywide radio communications system to meet its communication needs.

2. COUNTY agrees, when notified by OWNER, to repair, service and maintain OWNER'S radio communication equipment. OWNER shall allow the Yolo County Communications Department a reasonable amount of time to arrive at the location where said equipment is to be repaired, serviced, and maintained is situated.

3. OWNER agrees to pay COUNTY for use of its radio communications system and for repair and maintenance services rendered in accordance with rates established by the Yolo County Board of Supervisors and as may be amended from time to time.

4. OWNER agrees to hold the COUNTY harmless for any damage or injury to person or property which may result from failure, for any and all reason, of the Yolo County Communications Department in fulfilling the terms of this agreement.

5. This agreement shall remain in force until the same is terminated by either party by giving sixty (60) days' notice in writing to the other party of their intention to terminate.

DATED this 24th day of August, 1970.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER DUNNIGAN FIRE PROTECTION DISTRICT

X BY Original Copy Signed

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

Agreement No. 70-385

San Francisco, California
&
August 17, 1970

FILED
AUG 28 1970
LAURENCE P. HENIGAN, Clerk
By PETE L. LUNA Deputy

Keith G. Wadsworth
Grantors

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 70-25 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Lot 1 of Holland Land Company Subdivision No. 6, the plat of said Subdivision being filed in Book 3 of Maps at Page 44 in the Office of the Recorder of the County of Yolo, California, said parcel being more fully described as follows:

COMMENCING at the intersection of the centerlines of Clarksburg Road and Jefferson Boulevard as said intersection appears on said Subdivision plat; thence North 89°59'30" East 25.00 feet along said centerline of Clarksburg Road; thence South 00°22'32" East 25.00 feet to the intersection of the South right-of-way line of Clarksburg Road with the East right-of-way line of Jefferson Boulevard, THE TRUE POINT OF BEGINNING; THENCE South 00°22'32" East 60.00 feet along said East right-of-way line; thence North 89°59'30" East 943.52 feet to a tangent curve; thence Easterly along said curve, concave to the North, with a radius of 10,050.00 feet, thru a central angle of 01°24'38", an arc length of 247.42 feet to the East line of said Lot 1; thence North 23°41'40" West 62.19 feet along said East line to said South right-of-way line of said Clarksburg Road; thence South 89°59'30" West 1,166.32 feet along said South right-of-way line to the point of beginning.

Containing 1.617 acres.

Micro Fiched

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $1,778.70 for the property as conveyed by Grant Deed No. 70-25 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 60154 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

Micro Fiched

C. In the event construction of this project commences prior to grantors removal of crops within the limits of the property described herein, the County will pay $84.00 in addition to that amount shown in Paragraph II A as damages to crops planted and not harvested by grantors.

Said payment will be made to grantors within 30 days of removal of said crops by County or its Contractor.

D. During construction of this project (known as Clarksburg Road Work Order No. 4093) and prior to completion, the County will construct driveway aprons with necessary roadside culverts (15" Min. I.D.) at the following locations:

Engineers Station	Type	Top Width
0+65 Right	Gravel	16'
12+00 Right	Gravel	16'

It is mutually understood and agreed that upon completion of the driveways and culverts above mentioned, they shall be considered as encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: August 17, 1970

Keith G. Wadsworth

Keith G. Wadsworth

Grantor

Recommended for Approval

By

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

Approved as to Form
Dated
CHARLES R. NASH
County Counsel of Yolo County

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro. Fiched

YOLO COUNTY
AGREEMENT NO. 70-386

CONTRACT FOR AUDITING SERVICES

THIS CONTRACT, executed in quintuplicate, between the State Board of Equalization (hereinafter called the Board) and the County of Yolo (hereinafter called the County) is made pursuant to Government Code section 15624. It is the desire of the Board to furnish, and the County to receive, auditor and appraisal personnel to aid the County in making postaudits for purposes of property taxation.

IN CONSIDERATION of the following promises and conditions, the parties hereby agree:

1. THAT the Board, during the fiscal year ending June 30, 19 71, will furnish personnel to make postaudits of property of assessees mutually agreed on by the parties. All services hereunder will terminate on or before this date.

2. THAT County will pay the Board for services rendered and hereby warrants that funds are available from which payment may be made.

3. THAT this contract is subject to sections 8755 and 8755.1 of the State Administrative Manual, which sections are attached hereto and incorporated herein by reference.

4. THAT the Board will not provide, and the County will not pay for, services exceeding a maximum aggregate cost of $ 7000.00 The Board makes no claim concerning, and is not responsible for providing, any minimum amount of service.

5. THAT the maximum set in paragraph 4 may be exceeded upon written agreement of the parties to the extent the County will warrant additional funds are available to pay for additional services.

6. THAT the Board will bill the County for services when an audit report is transmitted to the County. The County will pay promptly in accordance with its normal payment procedures.

7. THAT any information obtained by Board employees in the course of an audit is confidential information and remains confidential when turned over to the County. Such information shall not be disclosed except as provided by Revenue and Taxation Code sections 408 and 451.

8. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at addresses shown below and is effective when received. During the seven-day period, the Board may continue with audits then in progress, but shall not begin new ones.

IN WITNESS WHEREOF, we set our hands this 31st day of August, 19 70

COUNTY OF Yolo
Address Yolo County Courthouse
Woodland, California.

By [signature]
Title Chairman, Board of Supervisors
County of Yolo, State of Calif.

SEP 22 1970
LAURENCE K. HORTON, Clerk
By [signature] Deputy

Approved as to Form
[signature]
County Counsel of Yolo County

STATE BOARD OF EQUALIZATION
1020 N Street,
Sacramento, California 95814

By [signature]
Executive Secretary

I certify that all conditions for exemption set forth in the State Administrative Manual section 1201.13 have been complied with and this contract is exempt from review by the Department of Finance.

[signature]
Executive Secretary

PT-47 REV. 1 (5-69)

Micro Fiched

RECEIVED
Fiscal Office
SACRAMENTO
SEP 17 1970
Div. Bd. of Equalization

RECEIVED
Div. Bd. of Equalization
SEP 17 1970
Fiscal Office
SACRAMENTO

Department of General Services
APPROVED
SEP 15 1970
BY C.D. Thrasher
Asst. Chief Counsel

AERO COPY

FILED
OCT - 9 1970
LAURENCE P. HENIGAN, Clerk
By
Deputy

AGREEMENT NO. 70-387

STREET DEDICATION AGREEMENT
Hazel Court

THIS AGREEMENT is made and entered into this 31st day of August, 1970, by and between Humble Oil & Refining Company, hereinafter referred to as "Subdivider", and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the subdivider proposes to develop that area known and referred to as Hazel Court and has presented plans and specifications for the development thereof.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct Hazel Court improvements including but not limited to street improvements consisting of concrete curbs and gutters, asphalt paving and base, on site and off site storm drainage facilities necessary to adequately drain said subdivision, in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

3. That Subdivider shall, upon execution of this agreement, pay to the County the sum of $120.00 to cover the cost of inspection of the improvements herein provided as such inspection is required by the County.

4. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Hazel Court.

Micro Fiched

5. That the Completion of the development of said Hazel Court shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

6. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

7. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

8. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

9. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amounts of each of the said "Improvement Securities" shall be not less than fifty percent (50%) of the estimated cost of the public improvements including incidentals.

   The procurement and delivery of said "Improvement Security" shall be a condition precedent to the approval of the final subdivision map and to the promise of the County herein.

10. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of paragraph 6 of this agreement.

    Where title to the subdivided property is held by the record owner thereof under a holding agreement, this agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

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11. That Subdivider shall, upon execution of this agreement, pay to the County as a drainage fee the sum of $3,090.00. This sum is computed at the rate of $750.00 per acre upon a gross acreage of 4.120 Ac. This deposit is for the purpose of defraying the estimated costs of constructing drainage facilities for the removal of surface and storm waters from local drainage areas.

12. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

13. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rules 29(a) of the Rules for the Superior Court, State of California.

14. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first abovenamed herein.

COUNTY OF YOLO

By W E Duncan
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
LAWRENCE P. RENIGAN, COUNTY CLERK

By Pete E. Swan
Deputy County Clerk

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HUMBLE OIL & REFINING COMPANY

By W C Bowler
Its Attorney in Fact

By

Recommended for approval to the Board of Supervisors of the County of Yolo:

Director of Public Works

Micro Fiched

Approved as to form
County Counsel

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

ON THIS 11th day of August, 19 54, before me, the undersigned, a Notary Public in and for said County and State personally appeared W C Bowler known to me to be the person whose name is subscribed to the within instrument, as the Attorney in Fact of HUMBLE OIL & REFINING COMPANY, a corporation, and acknowledged to me that he subscribed the name of HUMBLE OIL & REFINING COMPANY thereto as principal and his own name as Attorney in Fact.

WITNESS my hand and official seal.

Elaine M McIntyre

Micro Fiched

(Print, stamp or type name)
Notary Public in and for said County and State

FILED
SEP 29 1970
LAURENCE P. HENIGAN, Clerk
By ... Deputy

AGREEMENT NO. 70-388

(Day Care Agreement)

THIS AGREEMENT made and entered into this 31st day of August, 1970, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, the GOVERNING BOARD OF THE ESPARTO UNIFIED SCHOOL DISTRICT of Yolo County, State of California, a unified school district, hereinafter referred to as DISTRICT, and the COUNTY SUPERINTENDENT OF SCHOOLS OF YOLO COUNTY, hereinafter referred to as YOLO SUPERINTENDENT,

W I T N E S S E T H:

RECITALS:

1. COUNTY through the Yolo County Welfare Department is authorized by the California State Department of Social Welfare Regulation 30-365 to provide day care for children in the following groups:

    1. AFDC families with parents in training for employment or receiving educational or vocational rehabilitation services.
    2. Children of ATD parents in training for employment and receiving vocational rehabilitation services.
    3. Employed AFDC mother requiring day care.
    4. Any assistance family or potential or former recipient family where day care is appropriate as a part of the provision of social services by the county welfare department such as in protective services or compensatory education.
    5. For low income - non-AFDC families who are potential or former recipients receiving training for employment,

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or educational or vocational rehabilitation services, or who are residents of a target area of special needs, such as migrants.

2. COUNTY desires to provide for such a program in the Esparto area.

3. Education Code § 16606.5 authorizes the County Superintendent of Schools of each county, subject to the prior approval of the County Board of Education, and upon the application of one or more school districts under his jurisdiction, to establish and maintain a children's center upon such terms and conditions as may be provided for in a written contract entered into between the County Superintendent of Schools and the governing board of any such district.

4. Education Code § 16609 authorizes agreements with any county or other public agency for the furnishing of property, facilities, personnel, supplies, equipment and other necessary items in carrying out the provisions of the children's center statutes and authorizes such city and county or other public agency to enter into such agreements.

5. DISTRICT desires the establishment of a children's center for the children mentioned above in the Esparto area, and hereby makes application to YOLO SUPERINTENDENT for the establishment and maintenance of such a children's center upon the terms and conditions hereinafter set forth.

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6. YOLO SUPERINTENDENT desires to exercise the authority conferred upon him by Education Code § 16606.5, and under such authority desires to provide for the establishment and maintenance of such children's center in the Esparto area for approximately twenty-five (25) pre-school children.

7. Such day care services and children's center services include comprehensive and coordinated sets of activities providing direct care and protection of pre-school children outside

their own homes during the course of a day.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements of the parties set forth herein, DISTRICT hereby makes application for and agrees to the establishment and maintenance of a children's center upon the terms and conditions hereinafter set forth:

   a. To establish and maintain a children's center and to provide an adequate day care program at the facilities mentioned above for approximately twenty-five (25) children.

   b. To provide such service in accordance with Federal Inter-Agency Day Care Requirements pursuant to § 522(d) of the Economic Opportunity Act as approved by the U. S. Department of Health, Education and Welfare, U. S. Office of Economic Opportunity, U. S. Department of Labor dated September 23, 1968, and amendments thereto or replacements thereof heretofore or hereinafter so approved.

   c. To provide such services in accordance with Program Standards for Social Services, Day Care Services for Children, Chapter 30-350, regulations promulgated by the California State Department of Social Welfare effective July 1, 1968, and amendments thereto heretofore or hereinafter promulgated.

   Micro Filmed

   d. To establish and maintain the children's center in accordance with the reasonable and uniform standards and regulations of the California Superintendent of Public Instruction.

   e. To maintain and furnish to COUNTY on demand statements and records in support of his claim for payment.

3. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees upon an itemized claim, to

pay monthly to YOLO SUPERINTENDENT its costs incurred for services rendered hereunder not to exceed $6,700.00 during the term of this agreement.

4. In consideration of the mutual covenants and agreements herein contained YOLO SUPERINTENDENT agrees as follows:

a. To establish and maintain a children's center in the Esparto area under the terms and conditions set forth above and the income of families determined to be low income or potential recipient families shall not exceed the guidelines of the Office of Economic Opportunity for urban families.

b. To idemnify and hold harmless COUNTY and DISTRICT from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the provision of day care service or the establishment and maintenance of a children's center caused by any act or omission of YOLO SUPERINTENDENT, its agents, employees or servants.

5. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on August 26, 1970, and shall terminate on November 5, 1970.

b. The term of this agreement may be extended by mutual agreement of the parties in writing.

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c. If the children's center shall fail to conform to the rules and regulations mentioned above, or if federal funding available for this children's center is terminated or reduced, COUNTY may, at its option, terminate this agreement by notice in writing to YOLO SUPERINTENDENT.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

GOVERNING BOARD OF THE ESPARTO UNIFIED SCHOOL DISTRICT OF YOLO COUNTY, a unified school district

BY _____
President

BY _____
Clerk

SUPERINTENDENT OF SCHOOLS OF YOLO COUNTY

BY _____
MARTIN A. CABALZAR

APPROVED BY THE YOLO COUNTY BOARD OF EDUCATION this

28 day of September, 1970.

BY _____

Micro Fiched

FILED
SEP 22 1970
LAURENCE R. KINCAID, Clerk
by Barbara A. Rodgers

YOLO COUNTY
AGREEMENT No. 70-389

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of Sept., by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the County, party of the first part, and the CALIFORNIA STATE CHAMBER OF COMMERCE, AGRICULTURE AND INDUSTRY, a non-profit corporation organized and existing under the laws of the State of California, hereinafter referred to as the State Chamber, party of the second part,

W I T N E S S E T H :

THAT WHEREAS the Board of Supervisors of the County is, by the provisions of section 26100 of the Government Code of the State of California, authorized to levy a special tax to be used for advertising, exploiting, and making known the resources of the County for the purpose of inducing immigration to and increasing the trade and commerce of the said County, and for advertising, for said purposes, the agricultural, horticultural, viticultural, mineral, industrial, commercial, climatic, recreational, and other resources or advantages of the County; and

WHEREAS the said State Chamber is a non-profit corporation organized for the purpose, among others, of advertising, exploiting, and making known the resources of the various counties of the State, for the purpose of inducing immigration to such counties and increasing the trade and commerce thereof, and advertising the resources of such counties; and

WHEREAS the said Board of Supervisors of the County does not have all the facilities for advertising, exploiting, and making known the resources of the County for the aforesaid purposes and the said Board of Supervisors, in its judgment, believes that the said State Chamber is competent to perform such services for the County, and has determined that a portion of its advertising funds could best be utilized and the purpose for which said funds have been set aside could best be served by engaging the services of said State Chamber to advertise and make known the resources of the County for the aforesaid purposes, and

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WHEREAS the said Board of Supervisors of the said County, by ~~resolution~~ Minute Order approved / ~~adopted~~ at a meeting of the Board held on the 14th day of September 1970, did agree to engage the services of the said State Chamber, for the aforesaid purposes, and to compensate said State Chamber for such services from the funds of the County, and did further authorize the Chairman of the said Board of Supervisors to enter into a written agreement to that effect with the said State Chamber,

NOW THEREFORE IT IS AGREED by and between the parties hereto, that during the period from July 1, 1970 to and including June 30, 1971, the said State Chamber has performed and will continue to perform the following services advertising, exploiting, and making known the various resources of the County, for the purpose of inducing immigration thereto and increasing the trade and commerce thereof, namely:

1. Has maintained and will continue to maintain an adequately staffed Economic Development and Research Department which has performed and will continue to perform the following services:

A. Provide basic economic data on all resources of the County, natural, industrial, and agricultural, and make such data available to inquirers, prospective residents, settlers, and business firms.

B. Provide and publish economic survey reports dealing with individual subjects, such as income, population, mineral production, manufacturing, agricultural production, retail trade, and other items showing the comparative standing of the various counties of the State in these respects.

C. Provide information as to sources for suppliers of various California manufactured products and from time to time prepare specific lists of such suppliers and give national distribution to such reports, thus increasing the commerce of various counties, including YOLO COUNTY.

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D. In cooperation with the State Chamber's Economic Development Committee, continue to encourage the preparation of Standard Industrial Survey Reports for various communities, and give state and national distribution of such reports when prepared, to individuals and business firms wishing to locate in California, so that such individuals and firms may compare the resources of various areas and counties, including YOLO COUNTY to determine the most desirable plant sites for such businesses.

E. Maintain a Library and Information Service, to answer written and oral inquiries from some several thousand persons and firms each year, thus giving extensive advertising to the resources of the various counties, including YOLO COUNTY.

2. Has maintained and will continue to maintain a Travel and Recreation Department which, through its various activities and publications, assists in the development of recreational resources of all counties, including YOLO COUNTY, and advertises existing recreational resources, as well as any special celebrations or events scheduled to be held in said YOLO COUNTY, in order to attract visitors and increase the trade and commerce of said County.

3. Has maintained and will continue to maintain a Natural Resources Department which, through the activities of its various committees, carries on programs of importance to all counties, including YOLO COUNTY, in the following areas:

A. Protection of forest resources against damage by fire and pests, with resultant protection of watersheds, and sound utilization of such forest resources for lumber production, grazing lands, and recreational areas.

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B. Protection of fish and game resources, through sound management, so that such resources may be available to commercial interests and sportsmen and increase travel to the County.

C. Sound development of California's water resources, including the water resources of the County.

4. Has maintained and will continue to maintain an Agricultural Department, to furnish assistance to all counties, including YOLO COUNTY, by the development of sound marketing programs to assist in the marketing of agricultural products, and by assisting in the development of programs for control of agricultural pests, thus increasing the agricultural trade and commerce of the County.

5. Has maintained and will continue to maintain a Highway Department which, through the activities of its committees and the staff assigned to it, has aided and will aid in inducing immigration to said YOLO COUNTY and increase its trade and commerce by promoting improvement of the highways leading into and through said County, and by assisting in presenting the highway problems and needs of said County to representatives of the other counties throughout the state and to state and federal officials, in the interest of exploiting the resources of said County.

IT IS FURTHER AGREED by and between the parties hereto, that the said County, for and in consideration of the performance of the aforesaid and similar services by the said State Chamber, in advertising and exploiting the County's resources for the purpose of inducing immigration to the County and increasing its trade and commerce, does hereby agree to pay to the said State Chamber the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) during the fiscal year 1970-71.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in duplicate on the day and year first hereinabove written by their officers thereunto duly authorized.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

LAURENCE K. HENIGAN, COUNTY CLERK

By _____ Deputy
County Clerk and Ex-officio Clerk
Board of Supervisors

CALIFORNIA STATE CHAMBER OF COMMERCE
AGRICULTURE AND INDUSTRY

By _____
President

_____
General Manager

Approved as to form
County Counsel of Yolo County

Micro Fiched

FILED

SEP 14 1970

LAURENCE P. HENIGAN, Clerk

By Rita E. Green Deputy

AGREEMENT NO. 70- 390

THIS AGREEMENT by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and PHILIP WALKER, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to establish in this County an alcohol and other drug abuse control program and has charged the County Health Officer with the responsibility of initiation and administration of the program as a portion of the County Mental Health Program.
2. CONTRACTOR has undertaken post-graduate training and is experienced in the field of pastoral counselling and is experienced in the coordination of services related thereto, and in community organization.
3. COUNTY desires to obtain and CONTRACTOR desires to provide coordination services to assist the Health Officer in the initiation and administration of the program.

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AGREEMENTS:

1. In accordance with the terms and conditions of this agreement CONTRACTOR agrees to provide to COUNTY the following counselling and coordination services to assist the Health Officer as required in the initiation and administration of the Yolo County Alcohol and Other Drug Abuse Program in the entire County:
   A. To provide alcohol and drug abuse treatment counselling to patients of the County program.
   B. Professional supervision and direction services in connection with the professional and non-professional staff of the program.

C. Professional coordination and development services in connection with the County treatment program including preparation of grant proposals and assistance in development of halfway houses.

D. Professional consultation to coordinate the County program with other public, private and voluntary programs in the County.

E. Professional services in evaluating the County program.

F. To provide services for education or professional groups and the general public in the area of alcohol and other drug abuse.

G. To provide consultation services to employers within the County to assist them in the development of programs for their own employees.

H. All medical aspects of the program shall be supervised by the County Health Officer through the Program Chief of the County Mental Health Service.

2. In accordance with the terms and conditions of this agreement, COUNTY agrees as follows:

A. To pay CONTRACTOR monthly for services rendered pursuant to this agreement at the annual rate of $15,000.

B. To reimburse CONTRACTOR in the sum of ten cents (10¢) per mile for the first 300 miles each month, and in the sum of eight cents (8¢) per mile for each mile thereafter for travel pursuant to this agreement and to reimburse CONTRACTOR for lodging and meals, registration fees, parking fees, fares and bridge tolls incurred in services rendered pursuant to this agreement.

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C. To permit three weeks vacation and twelve days sick leave without reduction in compensation after one year of service pursuant to this agreement. Vacation shall be scheduled by the County Health Officer and vacation records shall be submitted to the County Auditor.

3. IT IS MUTUALLY AGREED that:

A. The term of this agreement shall be one year commencing on September 15, 1970, and shall be renewed automatically for additional renewal terms of one year each unless notice of non-renewal is given in writing by either party at least thirty (30) days prior to the expiration of each term or renewal term.

B. In the performance of the work, duties and obligations devolving upon him under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor practicing his profession of counsellor and community organizer. COUNTY shall not have nor exercise any control or direction over the methods by which CONTRACTOR shall perform his work and function except that CONTRACTOR does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practice in his profession and that the sole interest of COUNTY is to assure that said work and function shall be performed and rendered in a competent, efficient and satisfactory manner.

C. No alteration or variation of the terms of this agreement shall be valid unless made in writing and executed by the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST:
LAURENCE P. HENICAN, CLERK

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY _____
DEPUTY

(SEAL)

CONTRACTOR:

_____
PHILIP WALKER

Agreement No. 70-391

FILED

SEP 14 1970

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

Woodland, California

August 17, 1970

Agnes Helene Sherman, also known as Agnes H. Sherman

Grantor

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 70-26 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Lots 14 and 15 of Holland Land Company Subdivision No. 6, the plat of said Subdivision being filed in Book 3 of Maps at Page 44 in the Office of the Recorder of the County of Yolo, California, said parcel being more fully described as follows:

COMMENCING at the intersection of the centerline of Clarksburg Road with the West line of said Lot 14, as said intersection appears on said Subdivision plat; thence South 25.00 feet along said West line to the South right-of-way line of said Clarksburg Road, THE TRUE POINT OF BEGINNING; THENCE continuing South 60.02 feet along said West line; thence North 88°38'50" East 2,529.39 feet along a line parallel with and 60.00 feet South of said South right-of-way line of Clarksburg Road to a tangent curve; thence along said curve, concave to the South, with a radius of 3,450.00 feet, thru a central angle of 09°15'41", an arc length of 557.66 feet; thence South 82°05'29" East 61.63 feet to the Westerly line of the Sacramento Northern Railroad property, as said Westerly line is described in Book 118 of Deeds at Page 318 in the Office of the Recorder of the County of Yolo; thence North 34°19'15" East 141.42 feet along said Westerly line to said South right-of-way line of Clarksburg Road; thence North 88°38'50" East 3,226.52 feet along said South right-of-way line to the true point of beginning.

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Containing 4.700 acres.

Excepting therefrom the interest in and to all minerals, oil, gas and other hydrocarbon substances lying in or under the above described property at a depth greater than 500 feet below the surface.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $5,170.00 for the property as conveyed by Grant Deed No. 70-26 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 60156 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

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C. In the event construction of this project commences prior to grantors removal of crops within the limits of the property described herein, the County will pay $943.00 in addition to that amount shown in paragraph II A as damages to crops planted and not harvested by grantors.

Said payment will be made to grantors within 30 days of removal of said crops by County or its Contractor.

D. During construction of this project (known as Clarksburg Road Work Order No. 4093) and prior to completion, the County wil! construct driveway aprons with necessary roadside culverts (15" Min. I.D.) at the following locations:

Engineers Station	Type	Top Width
27+65 Right	Gravel	16'
38+80 Right	Gravel	16'

It is mutually understood and agreed that upon completion of the driveways and culverts above mentioned, they shall be considered as encorachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: August 17, 1970 Agnes K. Sherman

Grantor

Recommended for Approval,

BY

COUNTY OF YOLO

W E Duncan

Chairman of the Board of Supervisors
County of Yolo, State of California

Approved as to form
Dated
County Counsel of Yolo County

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

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Recorded Filed 1-5-71
LAURENCE P. MERRIAM, Clerk
By ..... Deputy

AGREEMENT NO. 70-392

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 19 70, by and between Thomas Edward Reardon

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 9, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

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WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Thomas Edward Brady, 1101 Clayton St., San Francisco Cal.

_____

_____

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

Micro Fiched

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Thomas Edward Brady

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

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_____
LAURENCE P. HENIGAN, COUNTY CLERK

State of California
County of Yolo

Micro Fiched

On this 31st day of May, 1970, before me personally came Thomas Edward Reardon, to me known, who being by me duly sworn, did depose and say that he is Thomas Edward Reardon, and affixed his signature thereto.

Clarence C. Cooper
Notary Public in and for the
County of Yolo, State of Calif.

my commission expires 19 July 1971

RO 8335-013

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
Assessor's parcel
No. ~~31-370-11~~
37-010-04

a California corporation, does hereby guarantee

COUNTY OF YOLO

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

THOMAS EDWARD REARDON

Deed Recorded January 15, 1949

Document No. 250

I.R.S. $ none

Record Description:

All that certain real property situate in the County of Yolo, State of California, described as follows:

The Southeast quarter of Section 3, Township 8 North, Range 1 East, M.D.B. & M.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 20, 1970 @ 7:30 A.M.

Micro Fiched

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Preserve No. 9

FILED
JAN - 5 1971
LAURENCE P. HENIGAN, Clerk
By..... Deputy

AGREEMENT NO. 70-393

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 19 70, by and between Max Storz and Christine Storz

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 34, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Max Storz and Christine Storz
P. O. Box 1183
Woodland, California

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

ACKNOWLEDGMENT
(Individual Form - 2 dates)

STATE OF _____
County of _____ ss.
On _____, before me, the undersigned Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ and on _____, both known personally appeared _____ to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

My commission expires: _____

(SEAL)

_____
Notary Public in and for said County and State

YOLO

Micro Fiched

_____
OF THE BOARD OF SUPERVISORS

CLTA Guarantee
Form No. 15 (2-...-64)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday of March, 1970, the following described real property is vested in:

Max Storz and Christine Storz by deed dated April 21, 1955, recorded April 25, 1955 in Book 451, Page 518, of Official Records, and by deed dated May 29, 1967, recorded June 15, 1967 in Book 856, Page 333 of Official Records.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

PARCEL 1:

The South 60 acres of the Northwest Quarter of Section 11, Township 9 North, Range 1 East, M.D.B.&M., also a 10 acre tract lying in the Northwest corner of the Southwest Quarter of said Section 11, and described as beginning at the Northwest corner of the Southwest Quarter of said Section 11 and running thence South 11.19 chains; thence East 8.94 chains; thence North 11.19 chains; thence West 8.94 chains to the point of beginning.

EXCEPTING THEREFROM that portion thereof, 50 feet in width, occupied by the Woodland or Moore Ditch and its branches on August 17, 1885, as reserved in Decree of Distribution in the Matter of the Estate of James Moore, Deceased, recorded November 19, 1885, in Book 39 of Deeds at page 311.

Parcel No. 24-040-33 Code Area 87-068

PARCEL 2:

Lots 18 and 19 of Clanton's Subdividion of Willow Oak Park as shown on the Official Map thereof, filed for record in the Office of the Yolo County Recorder on October 23, 1883 in Book 35of Deed at page 396.

Parcel No. 25-340-01 Code Area 87-079

Addition to A-P #34

Micro Fiched

FILED
JAN - 5 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 70-394

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 19 70, by and between GLADYS MAY OWENS

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 3, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Gladys May Owens

(GLADYS MAY OWNNS) - XXXX

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this May 26, 1970, before me the undersigned Notary Public ~~County Clerk~~ of the County of Yolo, personally appeared GLADYS MAE OWENS _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Micro Fiched

Dated this 26th day of May, 1970.

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 8, 1973

Wanda L Skellchock
~~LAURENCE P. HENIGAN, COUNTY CLERK~~
WANDA L. SKELLCHOCK
NOTARY PUBLIC, COUNTY OF YOLO,
STATE OF CALIFORNIA

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62082 Effective Date: May 26, 1970 @2:48 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

GLADYS MAY OWENS

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The South 1/2 of the Southwest 1/4 of Section 36, Township 11 North, Range 1 East, M. D. B. & M.

NOTE: This Guarantee is limited to the above described property.

NOTE: The Yolo County Assessor designates the herein above described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 19-382-34.

Addition to A-P 3

Micro Fiched

CLTA GUARANTEE FORM NO. 13-1968

AGREEMENT NO. 70-395

FILED
JAN - 5 1971
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 19 70, by and between MAY VIOLET SCARLETT

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 3, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

May Violet Scarlett

(MAY VIOLET SCARLETT)

c/o RODEGERBTS, MEANS, NORTHUP & ESTEY
~~P. O. Box 610~~
Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

X May Violet Scarlett

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA.)
)
COUNTY OF YOLO)

On this May 26, ____, 19 70, before me the undersigned Notary Public of the County of Yolo, personally appeared _____ MAY VIOLET SCARLETT, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 26th day of May, 1970.

WANDA L. SKELLCHOCK
Notary Public a California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

_____
(WANDA L. SKELLCHOCK)
NOTARY PUBLIC, COUNTY OF YOLO,
STATE OF CALIFORNIA

Filed

131

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62085 Effective Date: May 26, 1970 at 1:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

MAY VIOLET SCARLETT, as her separate property

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The West 2349.70 feet of the North one-half of Section 1, Township 10 North, Range 1 East, M. D. B. & M.

NOTE: This Guarantee is limited to the above described property.
NOTE: The Yolo County Assessor designates the herein above described property on their 1969-70 Assessment Roll at Assessors Parcel No. 25-250-01.

Micro Fiched

Addition to A-P #3

AGREEMENT NO. 70-396

FILED
JAN - 5 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 1970, by and between DAN G. BEST

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

More Fisted

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 51, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

DAN G. BEST
c/o RODEGERDTS, MEANS, NORTHUP & ESTEY
P. O. Box 610
Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER
x Dan G. Best
(DAN G. BEST)

STATE OF CALIFORNIA.)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA.)
)
COUNTY OF YOLO)

On this 28th day of May, 1970, before me the undersigned Notary Public ~~in and for~~ of the County of Yolo, personally appeared _____ DAN G. BEST, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28th day of May, 1970.

Micro Fiched

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

_____
(WANDA L. SKELLCHOCK)
NOTARY PUBLIC, COUNTY OF YOLO,
STATE OF CALIFORNIA

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62065 Effective Date: May 25, 1970 @5:00 p.m.

The assurances referred to on the face page are: RODEGERDTS, MEANS, NORTHUP & ESTEY

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday in March 1969 with respect to the name(s) of DAN G. BEST.

The following described property vests in DAN G. BEST, also known as DANIEL GRAY BEST.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The Southwest Quarter, the Northwest Quarter and the West half of the Southeast Quarter of Section 21, Township 11 North, Range2 East, M. D. B. & M.

EXCEPTING THEREFROM 2 acres square of land in the Southwest corner of the Southwest quarter of said Section 21, heretofore conveyed by Levi Adams to Trustees of Eureka School District, #26, by deed dated March 30, 1867, recorded March 30, 1867, in the office of the Recorder of said County of Yolo in Book M of Deeds, page 593.

PARCEL 2: The East half of the Southeast quarter of Section 21, Township 11 North, Range 2 East, M. D. B. & M.

PARCEL 3: BEGINNING at the Northwest corner of Section 22, Township 11 North, Range 2 East, M. D. B. & M., thence South 0° 50' West 2651.4 feet along the westerly line of said Section 22, to the Southwesterly corner of the northwest quarter of Section 22; thence South 88° 58' East 2262.3 feet along the southerly line of said Northwest quarter of said Section 22; thence North 0° 50' East 2653.9 feet to the North line of said Section 22; thence North 89° 02' West 2262.3 feet along the said North line of said Section 22, to the point of beginning, being a portion of the Northwest quarter of Section 22, Township 11 North, Range 2 East, M. D. B. & M.

Micro Fiched

PARCEL 4: The West 1/2 of the Southwest 1/4 of Section 22, Township 11 North, Range 2 East, M. D. B. & M.

PARCEL 5: BEGINNING at the section corner common to Sections 14, 15, 22 and 23, Township 11 North, Range 2 East, M. D. B. & M., thence North 89° 02' West, 5249.8 feet along the South line of said Section 15, to the section corner common to Sections 15, 16, 21 and 22, Township 11 North, Range 2 East, M. D. B. & M., thence North 0° 56' East 2617.3 feet along the West line of the Southwest 1/4 of said Section 15, to the Northwest corner of said Southwest 1/4 of Section 15, which corner is at or near the southerly bank of the Fair Ranch Back Levee Borrow Pit; thence following the said southerly bank of the Fair Ranch Back Levee Borrow Pit on the following courses: South 47° 30' East, 1880.0 feet; South 73° 30' East, 1685.00 feet; South 84° 00' East, 1155.0 feet; North 61° 00' East, 650.00 feet and

DESCRIPTION (Continued)

PARCEL 5: (Continued)
South 44° 47' East, 706.3 fet to the Easterly line of aforesaid Section 15; thence leaving the bank of borrow pit, South 0° 53' West 650.0 feet along the said easterly line of aforesaid Section 15, to the point of beginning, containing 152.58 acres, more or less, and being that portion of the South 1/2 of Section 15, Township 11 North, Range 2 East, M. D. B. & M., lying South of the Southerly bank of the Fair Ranch Back Levee Borrow Pit.

EXCEPTING THEREFROM that certain 1.72 acre tract conveyed to S. Troy Bristow and wife, by deed recorded February 13, 1946, in Book 231 of Official Records, page 92, described as follows:

BEGINNING at the Southeast corner of Section 15, Township 11 North, Range 2 East, and running thence North 0° 53' East along the East line of said Section 15, 338.00 feet; thence North 89° 02' West, parallel to and 338 feet distant from the South line of said Section 15, a distance of 222.0 feet thence South 0° 53' West, parallel to and 222.00 feet distant from the east line of said Section 15, 338.00 feet, to the South line of said Section 15; thence South 89° 02' East, along said South line of Section 15, 222.00 feet to the point of beginning.

PARCEL 6: The Southwest 1/4 of Section 16, Township 11 North, Range 2 East, M.D.B.&M.

PARCEL 7: (a) The Northwest Quarter of Section 28, Township 11 North, Range 2 East, M. D. B. & M.
(b) The North 1/2 of the Southeast 1/4 of Section 28, Township 11 North, Range 2 East, M. D. B. & M.

SAVING AND EXCEPTING a strip of land 30 feet wide off the east side of the above described property, conveyed by Margaret Barney, et al., to Thomas F. Laugenour, by deed dated October 8, 1883, recorded in the office of the Yolo County Recorder, in Book 35 of Deeds, page 446.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 tax Assessment Roll as Assessor's Parcel Nos. 19-531-14, 19-532-05, 19-542-05, 19-542-08, 19-460-07, 19-460-08 and 19-460-09.

NOTE: This Guarantee is limited to the above described property.

Addition to Preserve No. 51

Exam Filed

AGREEMENT NO. 70-397

FILED
JAN - 5 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 19 70, by and between Harry B. Kleinen and Ruth E. Kleinen

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 35, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Harry B Klein

Curt F Klein

Star Route 15

Guinda, California

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HELIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this June 2, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared Harry C. Klumen and Ruth E. Kleinen, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 3rd day of June, 1970.

JAN L. KROGNESS
Notary Public - California
PRINCIPAL OFFICE FOR COUNTY
My Commission Expires September 24, 1972

Jan L. Krogness
LAURENCE P. HELIGAN, COUNTY CLERK
JAN L. KROGNESS, Notary Public

Micro Fiched

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62080 Effective Date: May 26, 1970 @8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

HARRY B. KLEINEN and RUTH E. KLEINEN.

AS TO PARCELS 1 and 2: HARRY B. KLEINEN and RUTH E. KLEINEN, his wife, as tenants in common, by deeds dated August 13, 1958 and December 14, 1967.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: BEGINNING at a stake on the west boundary of the Rancho Canada de Capay, 467 feet northerly from Station No. 3 of the Survey of said Rancho and running thence North 71° 25' East along the south boundary of Block No. 2 of Gordon's Subdivision of the Rancho de Capay, as shown on the map appearing in Book M of Deeds, page 2 Yolo County Records, to the westerly line of Lot 1, Section 20, Township 12 North, Range 3 West; thence northerly along the westerly line of said Lot 1 and the westerly line of Lots 3 and 4 of said section to the intersection of the northerly line of the south half of Block 2 of said Gordon's Subdivision; thence southwesterly along said northerly line of the south half of said Block 2 to the westerly of the Rancho de Capay; thence southerly along said westerly line, 1130 feet to the point of beginning.

EXCEPTING THEREFROM Lots 1, 2, 3, 11, 12, 13 and 14, as said lots are shown on the map of Stitt-Niemann Subdivision which map was filed in the office of the Recorder of Yolo County on May 23, 1911, in Book 3 of Maps, page 37.

PARCEL 2: Lot 11, Stitt-Niemann Subdivision of Part of the South 1/2 of Block 2 of William Gordon's Subdivision of part of Rancho Canada de Capay, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on May 23, 1911, in Book 2 of Maps, page 37.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as:

AS TO PARCEL 1: Assessor's Parcel No. 18-212-02.
AS TO PARCEL 2: Assessor's Parcel No. 18-212-01.

NOTE: This Guarantee is limited to the above described property.

Addition to A-P #35

CLTA GUARANTEE FORM NO. 13—1968

Micro Fiche

FILED
JAN - 5 1971
LAURENCE E. KEHOGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 70-398

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 1970, by and between Harry I. Stafford and Keithly I. Stafford, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 33, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Henry H. Stafford, 2432 Yosemite Dr., Lodi, Calif.

Kristy H. Stafford, 9205 Hipkins Rd., Tacoma, Washington

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Henry H. Stafford

Kristy H. Stafford

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF ~~CALIFORNIA~~ Washington)
Pierce)
COUNTY OF ~~YOLO~~)

On this 29th day of May, 1970, before me the undersigned a Notary Public ~~County Clerk of the County of Yolo~~, personally appeared Keith L. Stafford, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of May, 1970.

Micro Fiched

_____
~~LAURENCE P. HENIGAN, COUNTY CLERK~~

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this MAY 26, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared HARRY I. STAFFORD, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 26th day of May, 1970.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By _____ DEPUTY

CLTA Guarantee
Form No. 13 (2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index in the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday of March, 1970, the following described real property is vested in:

HARRY I. STAFFORD AND KEITHLY I. STAFFORD, each as to an undivided 1/2 interest, by various instruments of record.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, state of California, described as follows:

PARCEL 1:

The Southeast Quarter of Section 27, Township 9 North Range 2 East M.D.B.&M., EXCEPTING THEREFROM, the following described land;

Micro Filmed

BEGINNING at a 1-1/8 inch steel shaft marking the Southeast corner of Section 27, Township 9 North, Range 2 East M.D.B.&M., as recorded in Maps and Surveys Book 6, page 13, thence along the Southerly boundary of said Section North 89° 27' 10" West 2638.44 feet to a cased buttonhead monument marking the South Quarter corner of said Section as recorded in Maps and Surveys, Book 4, Page 92; thence along the East Boundary of Tract 2-B as shown in Maps and Surveys, Book 4, Page 92; also being the West boundary of the Southeast Quarter of Section 27, North 0° 40' East 2639.20 feet to the center of Section 27; thence along the quarter section line through the center of Section 27, South 89° 28' 20" East 245.93 feet to the center of the Willow Slough by-pass right of way as defined in Official Records, Book 287, Page 328; thence leaving said quarter section line and along the center line of said right of way, South 35° 30' 31" East, 2495.67 feet to the beginning of circular curve to the left of radius 1100.00 feet, from said point the center of said curve bears North 54° 29' 29" East 1100.00 feet; thence along the arc of said curve a distance of 1030.97 feet to the end of said curve; the end of said curve bearing South 62° 21' 31" East993.64 feet from the beginning of said curve; thence leaving said end of curve tangentially South 89° 28' 20" East 34.35 feet to a point on the Easterly boundary of said Section 27; thence leaving the center of said Willow Slough by-pass right of way Southerly along the East boundary of said Section 27; South 0° 49' 40" West 169.02 feet to the point of beginning.

.....See Following Page.....

Form No. 351-1

DESCRIPTION: (Continued)

EXCEPTING THEREFROM the following described real property:

COMMENCING at the Southeast corner of said Section 27; thence along the East line of said Section North 00° 49' 18" East, 169.02 feet to the North line of the parcel of land as described in Book 623 Official Records, at Page 296 recorded in the Office of the County Recorder of Yolo County, THE TRUE POINT OF BEGINNING: THENCE continuing along the Section line North 00° 49' 18" East 2,470.28 feet to the East Quarter corner of said Section; thence along the quarter Section line North 89° 32' 12" West, 30.00 feet; thence South 00° 49' 18" West; parallel to and 30.00 feet West of said East line of said Section2,479.24 feet to a point on the North line of said parcel of land as described in Book 623 Official Records at page 296; thence along said North line South 89° 29' 20" East 30.00 feet to the true point of beginning.

Parcel No. 24-250-55 Code Area 87-085

PARCEL 2:

The Northeast Quarter of Section 27, Township 9 North, Range 2 East, M.D.B.&M., containing 160 acres, more or less. SAVE AND EXCEPTING THEREFROM the following described parcel:

BEGINNING at the Southeast corner of the Northeast Quarter of Section 27, Township 9 North, Range 2 East, and running thence North 194 feet along the East line of said Quarter Section, thence West 300 feet, thence South 194 feet to the South line of said Quarter Section, thence East 300 feet along the South line of said Quarter Section to the place of beginning.

ALSO EXCEPTING THEREFROM the following described property: Micro Fiched

COMMENCING at the East Quarter corner of said Section 27; thence along the East line of said Section, North 00° 49' 18" East 194.00 feet; thence North 89° 32' 13" West, 25.00 feet to a point on the West right of way line of County Road #102 as recorded in Book 42 of Deeds, at Page 49, in the Office of the Recorder of Yolo County, THE TRUE POINT OF BEGINNING; THENCE along said West line North 00° 49' 18" East, 2,455.61 feet to a point on the North line of said Section 27; thence along said North line North 89° 10' 12" West, 45.00 feet; thence South 00° 49' 18" West, 953.51 feet; thence along a curve to the left with a radius of 14,050.00 feet thru a central angle of 02° 17' 27" an arc distance of 561.76 feet; thence South 01° 28' 09" East, 440.96 feet; thence along a curve to the right with a radius of 13,950.00 feet thru a central angle of 02° 03' 17" an arc distance of 500.27 feet to a point on the North line of that property conveyed by Deed recorded in Book 22 of Official Records at Page 265 in the Office of the Recorder of Yolo County; thence along said North line South 89° 32' 13" East, 5.12 feet to the true point of beginning.

Parcel No. 24-250-56 Code Area 87-085

Addition to A-P #33

FILED
JAN - 5 1971
LAURENCE J. DUNCAN, Clerk
By BARBARA A. ROGERS
Deputy

AGREEMENT NO. 70-399

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 1970, by and between Ruth M. Van Zee

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 13, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Ruth M Van Zee
784 McKean Dr.
Concord, Calif 94520.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Ruth M. Van Zee

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this June 4, 19 70, before me the undersigned County Clerk of the County of Yolo, personally appeared Ruth M. Van Zee, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 4th day of June, 1970.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers
DEPUTY

EXHIBIT A

PARCEL NO. 1: That part of the Northeast quarter of Section 34, Township 10 North, Range 1 East, M.D.B. & M., beginning at the Southeast corner of said Northeast quarter and running thence North, along the East boundary line of said Northeast quarter, 879 feet; thence West to a point on the West boundary line of said Northeast quarter; thence South along the West boundary line of said Northeast quarter, 880 feet to the Southwest corner of said Northeast quarter; thence East along the South boundary line of said Northeast quarter, 2638.0 feet to the Southeast corner of said Northeast quarter, the place of beginning.

PARCEL NO. 2: Commencing at a point on the West line of Section 35, Township 10 North, Range 1 East, M.D.B. & M., 30 feet South of the Northwest corner of said Section 35, and running thence East parallel with the North line of said Section, 1320 feet to the East line of the West half of the Northwest quarter of said Section 35; thence South along said line 870 feet; thence West 1320 feet, to the West line of said Section 35, thence North along said Section line 870 feet, to the place of beginning.

EXCEPTING THEREFROM that portion thereof conveyed by deed recorded October 14, 1958 in Book 553 of Official Records page 173, executed by Ruth M. Van Zee, a widow, to Patrick R. Redmond et ux, described as follows:

Beginning at a point on the North line of Section 35, Township 10 North, Range 1 East, M.D.B. & M., which point of beginning bears South 89° 18' 30" East 878.76 feet from the Northwest corner of said Section 35; thence leaving the North line of Section 35, South 0°41' 30" West, 284.45 feet; thence South 89° 18' 30" East 157.50 feet; thence North 0° 41' 30" East 284.45 feet to the North line of Section 35; thence along the section line common to Section 35 and Section 26, North 01° 41' 30" West 157.50 feet to the point of beginning.

Addition to A-P #13

Micro Fiched

JAN - 5 1971
LAUREN... ...AN, Clerk
By..... Deputy

AGREEMENT NO. 70-400

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 19 70, by and between

Andrew H. Hill and Vera Hill

, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve #38, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Andrew H. Hill & Vera Hill

P. O. Box 3

Esparto, CA 95627

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Filmed

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Andrew H Hill

Vera Hill

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this June 4, 19 70, before me the undersigned County Clerk of the County of Yolo, personally appeared Andrew H. Hill and Vera Hill, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 4th day of June, 19 70.

Micro Filmed

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Pete E. Lucas
Deputy

CLTA Guarantee
Form No. 13 (2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday of March, 1970, the following described real property is vested in:

ANDREW H. HILL AND VERA HILL, his wife, as Joint Tenants, by deed recorded February 2, 1956, in Book 476, Page 63, of Official Records.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

The South Half of the Southwest Quarter of Section 2, Township 9 North, Range 1 West, M.D.B.&M.,

EXCEPTING THEREFROM that portion thereof, deeded to the State of California by Andrew H. Hill and Vera Hill, his wife, dated May 20, 1956, and recorded August 19, 1958 in Book 549 of Official Records at Page 244.

Parcel No. 21-360-68 Code area 63-019

Addition to A-P #38

Micro Fiched

Form No. 551-1

FILED
JAN - 5 1971
LAUREN [illegible] JEAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 70-401

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 1970, by and between John A. Reyes

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Filmed

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 3, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

John A. Reyes

P. O. Box 455

Zamora, California

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

John A. Reyes

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this JUNE 9, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared JOHN A. REYES, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 9th day of June, 1970.

Micro Filmed

LAURENCE P. HENIGAN

_____
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62087 Effective Date: June 3, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

JOHN A. REYES

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:

The South half of the Southeast Quarter and the South half of the North half of the Southeast Quarter of Section 9, Township 11 North, Range 1 East, M.D.B.& M.

EXCEPTING THEREFROM an undivided 1/2 interest in all minerals, oil, gas and other hydrocarbon substances, in or on, and that may be produced from the above described property, until April 1, 1977, at which time said interest in the minerals, oil, gas and other hydrocarbon substances shall then vest in the record owner or owners of the above described property, as reserved in the deed from Arthur R. Rominger, et ux., to John A. Reyes, a widower, dated March 23, 1967, recorded March 27, 1967, Recorder's File No. 2833.

PARCEL 2:

Micro Fiched

A tract of land lying in the Northeast corner of the Northwest Quarter of Section 16, Township 11 North, Range 1 East, M.D.B.& M., and being more particularly described as follows:

COMMENCING at a point in the center of the County Road running East and West along the section line between Sections 9 and 16, Township 11 North, Range 1 East, M.D.B. & M., said point of beginning being the Northeast corner of the Northwest Quarter of said Section 16, and running thence South along the quarter section line through the center of said Section 16, a distance of 2650 feet, more or less, to the center of said Section 16, thence West along the quarter section line running East and West through the center of said Section 16, a distance of 740 feet, more or less, to the intersection with a fence running North and South; thence North along said fence line 1630 feet, more or less, to the intersection with the center line of a drainage slough; thence Northwesterly following along the said center line of said drainage slough to the intersection with the above mentioned center

DESCRIPTION (continued):

line of the County Road along the section line between said Sections 9 and 16; thence East along said center line of said county road and along the said section line between said Section 9 and 16, a distance of 1175 feet, more or less, to the point of beginning and containing 50.6 acres of land, more or less.

EXCEPTING THEREFROM an undivided 1/2 interest in all minerals, oil, gas and other hydrocarbon substances, in or on, and that may be produced from the above described property, until April 1, 1977, at which time said interest in the minerals, oil, gas and other hydrocarbon substances shall then vest in the record owner or owners of the above described property, as reserved in the deed from Arthur R. Rominger and wife, to John A. Reyes, a widower, dated March 23, 1967, recorded March 27, 1967, Recorder's File No. 2834.

PARCEL 3:

The East one-third of the Southwest Quarter of Section 16, Township 11 North, Range 1 East, M.D.M., more particularly described as follows: COMMENCING at an iron stake 1766 feet East from the Southwest corner of said Section 16, and on the section line between Sections 16 and 21, and running thence North 0° 4' East 2653.34 feet to an iron stake in Sandrock's South line; thence East 884.7 feet to the Northeast corner of said quarter section marked by a square redwood post 8 inches in diameter; thence South 0° 6' West, 2654 feet to an iron stake at the Southeast corner of said quarter section; thence West 883 feet to the point of beginning, containing 53.83 acres as shown on plat on file in the office of the Yolo County Recorder, in Book 3 of Maps and Surveys, at page 89.

EXCEPTING THEREFROM the following:

(a) The 1/2 of all minerals, oil, gas and hydrocarbon substances which may be produced from said lands, as reserved in deed from John Francis Dillon, et al., to Arthur R. Rominger and wife, dated November 22, 1957 and recorded December 6, 1957 in Book 528 of Official Records at page 482.

(b) Beginning at the Southeast corner of that certain 53.83 acre Dillon Parcel as filed in Book 3 of Maps and Surveys, page 89, being the East 1/3 of the Southwest 1/4, Section 16, Township 11 North, Range 1 East, M.D.B.& M., also said point of beginning lying South 0° 05' East 30.00 feet from a 4" concrete monument set in the East fence line of said parcel; thence from said point of beginning West along the South line of said parcel 179.23 feet; thence North 15° 07' East 287.05 feet to a 3/4" iron bar; thence North 42° 41' East 153.11 feet to a 3/4" iron bar in the East fence line of said parcel; thence South 0° 05' East 389.68 feet to the point of beginning.

(c) An undivided 1/4 interest in all minerals, oil, gas and other hydrocarbon substances, in or on, and that may be produced from the above described property, until April 1, 1977, at which time said interest in the minerals, oil, gas and other hydrocarbon substances shall then vest in the record owner or owners of the above described property, as reserved in the deed from Arthur R. Rominger and wife, to John A. Reyes, a widower, dated March 23, 1967, recorded March 27, 1967, Recorder's File No. 2834.

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NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessors Parcel Nos. 19-272-46, 19-342-30 and 19-342-32, Code Area 87-096.

NOTE: This Guarantee is limited to the above described property.

Addition to A-P #3

FILED

JAN - 5 1971

LAURENCE KRIEGLAN, Clerk

By.....

AGREEMENT NO. 70-402

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 19 70, by and between Cecelia Lider, James Slaven, Jr., and Marjorie Slaven, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 3, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

James J. Slaven, Jr. and Marjorie Slaven, P. O. Box 191, Zamora, Calif.

Cecelia Lider, 995 Dowdell Lane, St. Helena, Calif.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

James J. Slaven Jr.

Marjorie Slaven

Cecelia Lider

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this JUNE 3, 19 70, before me the undersigned County Clerk of the County of Yolo, personally appeared JAMES J. SLAVEN, JR., known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 3rd day of June, 19 70.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara A. Rodgers

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched
Micro Fiched

On this June 15, 19 70, before me the undersigned County Clerk of the County of Yolo, personally appeared Cecilia Lider and Marjorie Slaven, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 15th day of June 1970

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By _____ DEPUTY

TO 1551 (7-68)

RO 8335-027

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
Parcel No. 19-342-11

a California corporation, does hereby guarantee

•MARJORIE SLAVEN
Box 191
Zamora, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

CECELIA LIDER, a married woman, as her separate property, JAMES SLAVEN, JR., a single man, and MARJORIE SLAVEN, a single woman

Deed Recorded June 2, 1967 in Book 855 Page 423 Official Records

Document No. 5377

I.R.S. $ NONE

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

Micro Fiched

The middle one-third of the Southwest quarter of Section 16, in Township 11 North, Range 1 East, M.D.B.&M., more particularly described as follows: COMMENCING at an iron stake 883 feet East from the Southwest corner of said Section 16, on the line between Sections 16 and 21, and running thence North 0° 2' East, 2652.67 feet to an iron stake in Sandrock's South line; thence East along said line 884.7 feet to an iron stake; thence South 0° 4' West 2653.34 feet to an iron stake in the line between said Sections 16 and 21; thence West 883 feet to the point of beginning, containing 53.83 acres, as shown by the plat on file in the office of the County Recorder in Book 3 of Maps and Surveys, at page 89.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 25, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to A-P #3

AGREEMENT NO. 70-403

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 19 70, by and between Charles Wurz and Lorraine A. Wurz

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 3, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

FILED
JAN - 5 1971
BARBARA A. RODGERS
Micro Filmed
XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Charles Mowry

Lorraine A. Mowry

P. O. Box 28, Dunnigan, California

COUNTY

Micro Fiched

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____

OWNER

Charles Mowry

Lorraine A. Mowry

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this JUNE 16, 19 70, before me the undersigned County Clerk of the County of Yolo, personally appeared CHARLES WURZ AND LORRAINE A. WURZ, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 16th day of June, 1970

Micro Fiched

EVELYNN J. PUETT
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1972

Evelynn J. Puett

Evelynn J. Puett
~~LAURENCE P. HENIGAN, COUNTY CLERK~~

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday March, 1970, the following described real property is vested

CHARLES WURZ AND LORRAINE A. WURZ, his wife, as Joint Tenants, by deed dated February 15, 1967, recorded February 16, 1967, in Book 898, Page 364 of Official Records.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

The Northwest Quarter of Section 16 and the Southeast Quarter of the Notheast Quarter of Section 17, Township 11 North, Range 1 East, M. D. B. &M.

EXCEPTING THEREFROM that portion of the Northwest Quarter of Section 16 coveyed to Arthur R. Rominger by Deed Dated March 3, 1922 and recorded March 3, 1922 in Book 102 of Deeds at Page 294, and more particularaly described as follows: Commencing at a point in the center of the County Road running East andWest along the section line between Sections 9 and 16, Township 11 North, Range 1 East, M.D.B.&M., said point of beginning being the Northeast corner of the Northwest Quarter of said Section 16, and running thence South along the quarter section line through the center of said Section 16 a distance of 2650 feet, more or less, to the center of said Section 16 thence West along the quarter section line running East and West through the center of Section 16 a distance of 740 feet, more of less, to the intersection with a fence running North and South; thence North along said fence line 1630 feet, more or less, to the intersection with the center line of a drainage slough; thence Northwesterly following along the said center line of said drainage slough to the intersection with the above mentioned center line of the county road along the section line between Section 9 and 16; thence East along said center line of said county road and along the said section line between said Sections 9 and 16 a distance of 1175 feet, more or less, to the point of beginning.

Micro Fiched

Parcel No. 19-342-04 Code Area 87-096

Addition to A-P #3

Form No. 3311

FILED
JAN - 5 1971
LAURENCE P. KEENAN, Clerk
By..... Deputy

AGREEMENT NO. 70-404

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 19 70, by and between HARRY STEPHANI, ROUTE 1, BOX 280, WINTERS, CALIFORNIA and THE COUNTY OF YOLO, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiche

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve 42, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

HARRY STEPHANI

ROUTE 1, BOX 280

WINTERS, CALIFORNIA 95694

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Harry Stephani

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HERIGAN, COUNTY CLERK

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 3rd day of January in the year one thousand nine hundred and Seventy-two before me, Ella M. Colbert, a Notary Public, State of California, duly commissioned and sworn, personally appeared Harry Stigleman known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the District County of Yolo the day and year in this certificate first above written.

Ella M. Colbert
Notary Public, State of California. My Commission Expires Sept 25, 1972

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189) PRINTED 11/23/65 61-0322

Micro Fiched

California Land Title Association
Form No. 15 (2-1-64)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday of March, 1970, the following described real property is vested in:

Harry Stephani, as his separate property, by various instruments of Record.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

The South one-half of Section 28, Township 9 North, Range 1 West, M. D. B. & M.

Parcel No. 21-550-16 Code Area 86-011

Parcel No. 21-550-17 Code Area 86-011

Addition to A-P 42

Micro Fiched

Form No. 15-1

Recorded Document

FILED

FEB - 4 1971

LAURENCE P. HENIGAN, Clerk

By .....

AGREEMENT NO. 70-405

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 1970, by and between L. H. I. Inc., c/o Richard I. Parish and Harold O. Parish, President & Secretary-Treasurer, respectively., hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 49, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

L. H. L. Inc.
P.O. Box 6, Benicia, Ca. 94510
Att: H. O. Parish Secy Treas.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

L. H. L. Inc.
by Richard P. Parish, Pres.
by Harold O. Parish, Secy Treas.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
) ss
COUNTY OF SOLANO)

Micro Fiched

On June 8 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard T. Parish and Harold O. Parish, President & Secretary-Treasurer respectively

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary's Signature Maddyn Murray

Type or Print Notary Name Maddyn Murray

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62125 Effective Date: June 3, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

L. H. I., INC., a corporation

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The Northeast Quarter of Section 18, Township 11 North, Range 1 East, M.D.B.& M.

EXCEPTING THEREFROM that portion of said Northeast Quarter of Said Section 18, Township 11 North, Range 1 East, described as follows:

Filmed Fiched

BEGINNING at the Northeast corner of said Section 18, said point of beginning also being 27.09 feet Northeasterly, measured radially from the base line at Engineer's Station "C"405+29.69 of the Department of Public Works' Survey on Road 03-Yol-5, from Post Mile 11.1 to Post Mile 20.7; thence from said point of beginning, (1) along the Easterly line of said Section 18, South 00° 32' 25" West, 195.81 feet; thence (2) leaving said Easterly line from a tangent that bears North 41° 32' 09" West, along a curve to the right with a radius of 5102.00 feet, through an angle of 01° 30' 23", an arc distance of 134.14 feet; thence (3) North 84° 36' 30" West, 603.32 feet; thence (4) North 83° 20' 19" West, 118.13 feet; thence (5) North 89° 33' 45" West, 132.53 feet; thence (6) North 00° 26' 15" East, 30.00 feet to a point on the Northerly line of said Section 18; thence (7) along said Northerly line, South 89° 33' 45" East, 939.77 feet to the point of beginning.

PARCEL 2: All oil, oil rights, minerals, mineral rights, natural gas, natural gas rights and other hydrocarbons by whatsoever name known that may be within or under that portion of the Northeast Quarter of Section 18, Township 11 North, Range 1 East, M.D.B.& M., as follows:

BEGINNING at the Northeast corner of said Section 18, said point of beginning also being 27.09 feet Northeasterly, measured radially from the base line at Engineer's Station "C"405+29.69 of the Department of Public Works' Survey on Road 03-Yol-5, from Post Mile 11.1 to Post Mile 20.7; thence from said point of beginning (1) along the Easterly line of said Section 18, South 00° 32' 25" West, 195.81 feet; thence (2) leaving said Easterly line from a tangent that bears North 41° 32' 09" West, along a curve to the right with a radius of 5102.00 feet, through an angle of 01°

See Corrected Copy Attached —

DESCRIPTION (continued)

30' 23" an arc distance of 134.14 feet; thence (3) North 84° 36' 30" West, 603.32 feet; thence (4) North 83° 20' 19" West, 118.13 feet; thence (5) North 89° 33' 45" West, 132.53 feet; thence (6) North 00° 26' 15" East, 30.00 feet to a point on the Northerly line of said Section 18; thence (7) along said Northerly line South 89° 33' 45" East, 939.77 feet to the point of beginning.

EXCEPTING from Parcels 1 and 2 above described a 50% interest and royalty in and to all oil, and gas and other minerals, found in or located upon or under the land or premises above described, or that may be produced therefrom. It being understood that grantors shall have no right to enter upon the surface of the land above described for any purpose, whether directly or indirectly connected with the rights reserved, the rights reserved being subject at all times to the decision to the grantee to make use of the surface of the land or some portion thereof for exploration or removal of oil, gas or other minerals, in which case grantors shall have a 50% interest and royalty in any such oil, gas or minerals produced, as reserved in deed executed by W. H. Payne and Elizabeth A. Payne, his wife, et al., to L. H. I., Inc., a corporation, dated April 2, 1969, recorded April 4, 1969 in Book 907 of Official Records at page 382.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as:

As to Parcel 1: Assessment Parcel No. 19-341-33, Code Area 87-096.
As to Parcel 2: Not Assessed.

NOTE: This Guarantee is limited to the above described property.

Micro Fiched

Addition to Preserve No. 49

CLTA Guarantee
Form No. 15 (1-1-64)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday of March, 1970, the following described real property is vested in:

JOHN WESLEY SANDERS and VESTA F. SANDERS, husband and wife as community property, by deed dated February 5, 1968, recorded February 16, 1968, Book 875, Page 37, of Official Records.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Northeast Quarter of Section 21, Township 9 North, Range 1 East, M. D. B. & M.

Parcel No. 24-140-18 Code Area 87-069

Micro Fiched

New Preserve # 75

Form No. 951.1

GUARANTEE

68 19480

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62125 Liability $ 125.00 Fee $ NC
Up-Date

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

L. H. I., INC., a corporation

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of December 29, 1970 at 5:00 p.m., in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Nelson President

By [illegible] Secretary

EXHIBIT A

CLTA GUARANTEE FACE PAGE-1967

ADDITION to PRESERVE No. 49

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62125 Effective Date: December 29, 1970 at 5:00 pm

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

L. H. I., INC., a corporation

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The Northeast Quarter of Section 18, Township 11 North, Range 1 East, M. D. B. & M.

EXCEPTING THEREFROM the following:

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(a) That portion of the Northeast Quarter of Section 18, Township 11 North, Range 1 East, described as follows:

Beginning at the Northeast corner of said Section 18, said point of beginning also being 27.09 feet Northeasterly, measured radially from the base line at Engineer's Station "C"405+29.69 of the Department of Public Works' Survey on Road 03-Yol-5, from Post Mile 11.1 to Post Mile 20.7; thence from said point of beginning, (1) along the Easterly line of said Section 18, South 00° 32' 25" West, 195.81 feet; thence (2) leaving said Easterly line from a tangent that bears North 41° 32' 09" West, along a curve to the right with a radius of 5102.00 feet, through an angle of 01° 30' 23", an arc distance of 134.14 feet; thence (3) North 84° 36' 30" West, 603.32 feet; thence (4) North 83° 20' 19" West, 118.13 feet; thence (5) North 89° 33' 45" West, 132.53 feet; thence (6) North 00° 26' 15" East, 30.00 feet to a point on the Northerly line of said Section 18; thence (7) along said Northerly line, South 89° 33' 45" East, 939.77 feet to the point of beginning.

(b) A portion of the Northeast 1/4 of Section 18, T. 11 N., R. 1 E., M. D. B. & M. Said portion being described as follows:

Beginning at a point on the Easterly line of said Northeast 1/4 distant along said Easterly line S. 00° 32' 25" W. 195.81 feet from the Northeast corner of said Section 18, said point also being 102.00 feet Southwesterly, measured radially from Engineer's Station "C"403+83.54 of the Department of Public Works' Survey on Road 03-Yol-5, Post Mile 11.1 to Post Mile 20.7; THENCE along said Easterly line S. 00° 32' 25" W. 75.65 feet; thence leaving said Easterly line N. 40° 11' 40" W. 123.00 feet; thence from a tangent which bears N. 41° 15' 51" W. along a curve to the left with a radius of 118.00 feet, through an angle of 43° 20' 39", an arc distance of 89.27 feet; thence N. 87° 26' 37" W. 430.14 feet; thence N. 89° 22' 10" W. 164.74 feet; thence N. 29° 53' 15" W. 107.27 feet; thence S. 83° 20' 19" E. 118.13 feet; thence S. 84° 36' 30" E. 603.32 feet; thence from a tangent that bears S. 40° 01' 46" E. along a curve to the left with a radius of 5102.00 feet, through an angle of 01° 30' 23", an arc distance of 134.14 feet to the point of beginning, containing 1.20 acres, more or less.

PARCEL 2: All oil, oil rights, minerals, mineral rights, natural gas, natural gas rights and other hydrocarbons by whatsoever name known that may be within or under that portion of the Northeast Quarter of Section 18, Township 11 North, Range 1 East, M. D. B. & M., as follows:

BEGINNING at the Northeast corner of said Section 18, said point of beginning also being 27.09 feet Northeasterly, measured radially from the base line at Engineer's Station "C"405+29.69 of the Department of Public Works' Survey on Road 03-Yol-5, from Post Mile 11.1 to Post Mile 20.7; thence from said point of beginning (1) along the Easterly line of said Section 18, South 00° 32' 25" West, 195.81 feet; thence (2) leaving said Easterly line from a tangent that bears North 41° 32' 09" West, along a curve to the right with a radius of 5102.00 feet, through an angle of 01° 30' 23" an arc distance of 134.14 feet; thence (3) North 84° 36' 30" West, 603.32 feet; thence (4) North 82° 20' 19" West, 118.13 feet; thence (5) North 89° 33' 45" West, 132.53 feet; thence (6) North 00° 26' 15" East, 30.00 feet to a point on the Northerly line of said Section 18; thence (7) along said Northerly line South 89° 33' 45" East, 939.77 feet to the point of beginning.

EXCEPTING from Parcels 1 and 2 above described a 50% interest and royalty in and to all oil, and gas and other minerals, found in or located upon or under the land or premises above described, or that may be produced therefrom. It being understood that grantors shall have no right to enter upon the surface of the land above described for any purpose, whether directly or indirectly connected with the rights reserved, the rights reserved being subject at all times to the decision to the grantee to make use of the surface of the land or some portion thereof for explorations or removal of oil, gas or other minerals, in which case grantors shall have a 50% interest and royalty in any such oil, gas or minerals produced, as reserved in deed executed by W. H. Payne and Elizabeth A. Payne, his wife, et al., to L. H. I., Inc., a corporation, dated April 2, 1969, recorded April 4, 1969 in Book 907 of Official Records, at page 383.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as:
As to Parcel 1: Assessment Parcel No. 19-341-33, Code Area 87-096.
The above Assessor's Parcel Number also includes the property described in Exception (b) of Parcel 1 above.
As to Parcel 2: Not Assessed.

NOTE: This Guarantee is limited to the above described property.

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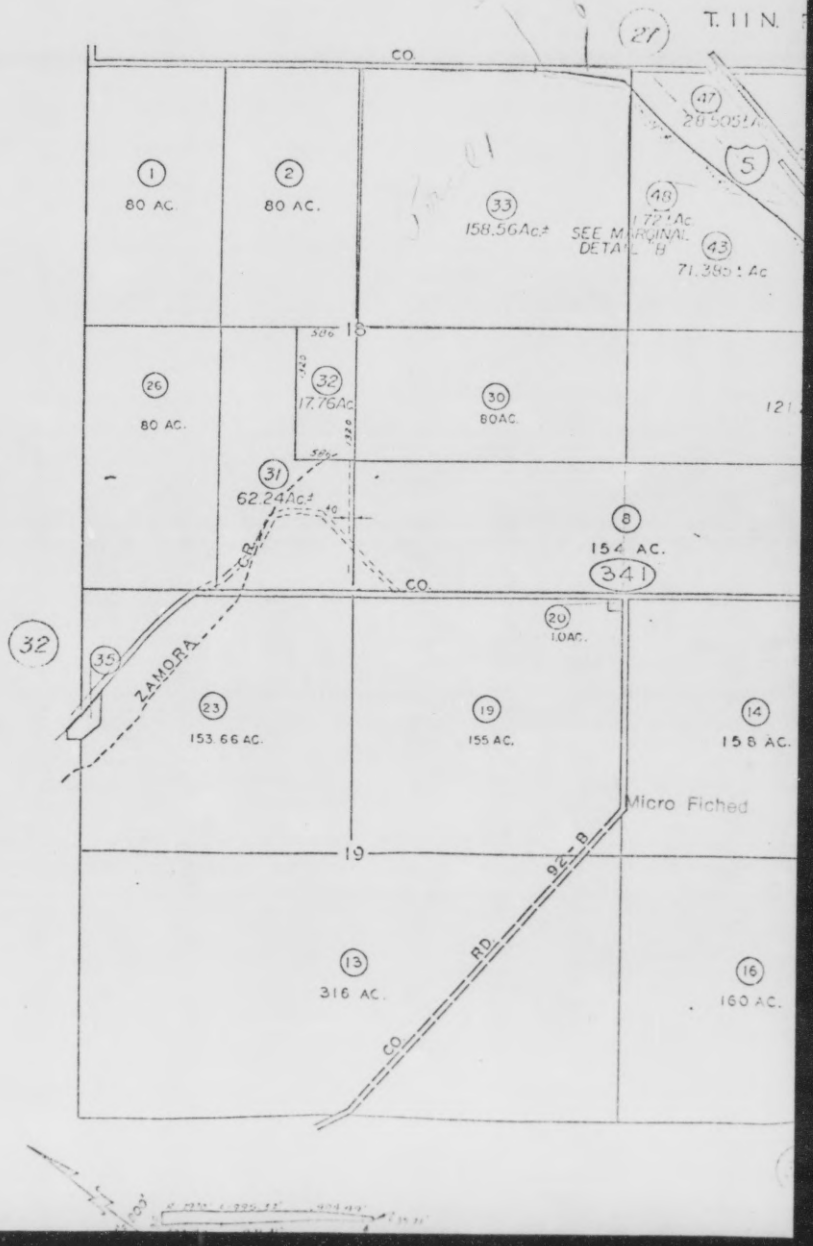
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FILED
JAN - 5 1971
SAN. Clerk
BARBARA A. RODGERS

AGREEMENT NO. 70-406

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 1970, by and between John Wesley Sanders and Vesta F. Sanders, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. New Preserve 75, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

John Wagley and Vesta F. Sanders

Route 1, Box 470

Woodland, California

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

John Wagley Sanders.

Vesta F Sanders.

STATE OF CALIFORNIA.)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA.)
)
COUNTY OF YOLO)

On this June 10th, 19 70, before me the undersigned County Clerk of the County of Yolo, personally appeared John Wesley Sanders and Vesta F. Sanders, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 10th day of June, 19 70.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Vesta E. Lyons
Deputy

FILED
JAN - 5 1971
LAURENCE E. KENGAN, Clerk
By BARBARA A. ROGERS Deputy

AGREEMENT NO. 70-407

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 21st day of September, 19 70, by and between John H. Adams and Imogene A. Adams

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 8, heretofore established or enlarged by the County by Resolution No. 70-124 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. _____, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

John M. Adams and Imogene A. Adams

2523 Andrade Avenue

Richmond, California

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

John M. Adams

Imogene A. Adams

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this June 11, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared John M. Adams and Imogene A. Adams, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 11th day of June, 1970.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK.
By _____ Deputy

RO 8391-007

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
18-541-09

a California corporation, does hereby guarantee
. John M. Adams

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

JOHN M. ADAMS and IMOGENE A. ADAMS, his wife, in Joint Tenancy

Deed Recorded June 27, 1969

Document No. 7054

I.R.S. $ 20.90

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

Lots 21 and 22 of the Amaranth Colony Tract, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on November 22, 1894 in Book 1 of Maps, at page 53.

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No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated: May 25, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Micro Fiched

Addition to Preserve No. 8